

Maryland TeleCommunication Systems, Inc
275 West St. Annapolis, MD
U7083C

CALIFORNIA TELECOMMUNICATIONS
TARIFF NO. 1

FOR

TELECOMMUNICATION SYSTEMS, INC.

D.B.A.

MARYLAND TELECOMMUNICATION SYSTEMS, INC.

U7083C

275 West Street

ANNAPOLIS, MD 21401

This price list contains the descriptions, regulations, and rates applicable to the furnishing of E9-1-1 services by TeleCommunication Systems, Inc., d.b.a. Maryland TeleCommunication Systems, Inc. (TCS) throughout the entire state of California. This price list is on file with the California Public Utilities Commission and copies may be inspected during normal business hours at the principal place of business of TCS, at the above listed address, or on its website, www.telecomsys.com.

CHECK SHEET

The TITLE page and pages 1-19 inclusive of the Price List are effective as of the date shown on an individual page. Original and revised pages, as named below, comprise all changes from the original Price List in effect on the date indicated

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Preliminary Statement and Explanation of Symbols

Page Numbering. Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to this document. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols. When changes are made in any Price List page, a revised page will be issued replacing the affected Price List page. Changes will be identified on the revised page(s) in the right hand margin on each line changed through the use of the following symbols:

- (C) To signify changed regulation
- (D) To signify discontinued material
- (I) To signify rate or charge increase
- (L) To signify material relocated without change in text or rate
- (N) To signify new material
- (O) To signify material relocated without change in text but with an increase in rate
- (R) To signify reduction
- (S) To signify reissued material
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

I. DEFINITIONS

Hosted Wireless E9-1-1 MPC & Deployment Services Agreement

An agreement to provide a wireless or wire-line communications company the features, services or protocol required to interface to an Enhanced 9-1-1 provider or operator of a PSAP offering Enhanced 9-1-1.

Alternative Routing (AR)

A feature provided to allow E9-1-1 calls to be routed to a designated alternate location if all E9-1-1 exchange lines to the primary PSAP are busy, or the primary PSAP closes down for a period. This is a standard feature of E9-1-1 Service.

Automatic Location Identification (ALI) Database

See Location Database. Traditionally, the ALI Database maintained the name and address associated with the calling party's telephone number (identified by ANI Feature). In the future, ALI data may only be a portion of the location data available in the Location database.

Automatic Location Identification (ALI) to Automatic Location Identification (ALI) data transfer

A feature by which Automatic Location Identification (ALI) data is transferred to another provider's Automatic Location Identification (ALI) system.

Automatic Location Identification (ALI) PSAP port

A port on the ALI database system used to deliver Automatic Number Identification (ANI) to the PSAP.

Automatic Number Identification (ANI)

A feature by which the calling party's ANI telephone number is forwarded to the E9-1-1 Control Office and to the PSAPs Display and Transfer Units.

Basic Rate Interface U Call Routing Device Port (BRIU)

An ISDN port designed to accommodate up to two voice channels between the Call Routing Device and PSAP controller.

Calling Party Number (CPN)

The call-back number assigned to a wireline, wireless, or VoIP telephone.

Call Routing Device

The switching office from which a PSAP, either primary or secondary, is served. A Call Routing Device can include a Selective Router, ESRP, or other device for routing 9-1-1 calls to the appropriate PSAP.

Call Routing Device Dial-Out Port

A port on a Call Routing Device that is used to provide the PSAP with transfer ability out on the public switched network or to provide overflow 9-1-1 calls to a PSAP.

Call Routing Device Wireless Port

A port on a Call Routing Device connected to the Location Database system which receives 9-1-1 calling information.

Company

TeleCommunication Systems, Inc., a Maryland corporation, d.b.a. Maryland TeleCommunication Systems, Inc.

Database Management System (D B M S)

See Location Validation Function

Default Routing (DR)

A feature activated when an incoming E9-1-1 call cannot be selectively routed due to an ANI failure, garbled digits, or other causes. Such incoming calls are routed from the E9-1-1 Control Office to a default PSAP. Each incoming E9-1-1 facility group to the E9-1-1 Control Office is assigned to a designated default PSAP. This is a standard feature of E9-1-1 Service.

Display and Transfer Unit

A console and associated common equipment for displaying ANI numbers at the PSAP attendant position and used by the attendant to activate Fixed and/or Selective Transfer functions.

Emergency Service Number (ESN)

Unique numbers provided by the Company to be associated by the customer with street address ranges or other mutually agreed upon routing criteria for selective routing of calls to unique combinations of police, fire, ambulance and any other appropriate agencies responsible for providing emergency service in the E9-1-1 serving area.

End Office

The central office(s) which receive originating E9-1-1 calls.

Enhanced 9-1-1 (E9-1-1) Service Area

The geographic area in which the E9-1-1 authority will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

Enhanced 9-1-1 (E9-1-1) Transport

Telephone lines or facilities that are dedicated to an E9-1-1 system. Enhanced 9-1-1 transport lines for PSALI connect a customer's PBX to the E9-1-1 Control Office.

Feature Group "D" Trunk (FGD)

A central office, Call Routing Device office, or mobile telephone switching office trunk capable of sending or receiving a twenty digit numbering stream which may include Pseudo ANI and CPN.

Fixed Transfer

A feature which enables a PSAP attendant to transfer incoming E9-1-1 calls to secondary PSAPs by use of a single button on the Display and Transfer Unit.

Forced Disconnect

A function of the E9-1-1 central office trunk circuit which enables the PSAP attendant to release a connection even though the calling party has not hung up. This feature prevents the jamming of the E9-1-1 exchange lines and is a standard feature of E9-1-1 Service.

Inter- Call Routing Device E9-1-1 Trunk Port

A port for inter-Call Routing Device E9-1-1 Trunks used for routing E9-1-1 calls to another E9-1-1 provider's Call Routing Device. The telephone company's boundaries do not follow the county boundaries. Therefore, if another Enhanced 9-1-1 provider is in an adjacent county, the Company would connect its network to the other Enhanced 9-1-1 provider via Inter-Call Routing Device trunks. The Company would route 9-1-1 calls to the other Enhanced 9-1-1 provider's Call Routing Device if the 9-1-1 caller is a resident in the adjacent county.

Location Database

An ALI, Location Information Server, or other database that stores location information for emergency services use.

Location Database Call Routing Device port

A port on the Location database system used to deliver 9-1-1 calling information to the Call Routing Device.

Location Validation Function

A system that stores and receives updates of the data required to provide the Call Routing Device and Location Database features and determines whether a location description is valid for the given area. This function was traditionally provided by a DBMS using the MSAG. In Next Generation 9-1-1, the data source will not be only the MSAG if an MSAG is used at all. In Next Generation 9-1-1, the creation of the valid locations is carried out by the Master Location Validation System.

Manual Transfer

A feature that enables the PSAP attendant to transfer an incoming call by depressing the switchhook of the associated telephone or a button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit speed calling code. Manual Transfer is associated with the E9-1-1 trunk unit and is a standard feature of E9-1-1 Service.

Master Location Validation System

A system that acts as the master source for valid locations in a given area. Traditionally, a DBMS is used to create and maintain an MSAG. In Next Generation 9-1-1, the Master Location Validation System will be a GIS system.

Master Street Address Guide (MSAG)

The document or computer file that lists the standard street names, address ranges, political community designations, and routing codes (ESNs).

Pseudo Automatic Number Identification

A feature in which a number, assigned to the area served by a wireless communications provider's tower or a sector of the area served by a tower, is forwarded to the E9-1-1 Call Routing Device and to the PSAPs Display and Transfer Units.

Private Switch/Automatic Location Identification Customer

The Private Switch or Location Database customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated, or a PBX owner/operator, or Centrex/CENTRON customer who desires to provide station location information to the E9-1-1 system.

Public Safety Answering Point (PSAP)

An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of service agencies such as police, fire or emergency medical or by employees of a common bureau serving a group of such entities.

Public Safety Answering Point (PSAP) Trunk

A trunk used to deliver ANY information from a Call Routing Device to a PSAP. The PSAP trunk may be set to receive a 9-1-1 call in several different formats. The trunk could be TDM or IP. The PSAP trunk is also used to connect and carry voice transmission, and in the case of IP (VoIP) possibly the location information, from the Call Routing Device.

Routing Telephone Number (RTN)

A number that when dialed rings to a specific Public Safety Answering Point. This is used for connectivity from the PSTN to the 9-1-1 network of a Public Safety Answering Point.

Routing Telephone Number Port

A port in the Call Routing Device used to connect the routing telephone number line.

Selective Routing (SR)

A form of call routing that may or may not be applicable to Next Generation E9-1-1 that routes an E9-1-1 call from a central office to the designated primary PSAP based upon the identified number of the calling party. (See "Call Routing Device")

Selective Transfer

A feature providing persons at the PSAP the ability to transfer an incoming call to another agency by depressing a single button labeled with the type of agency, e.g., "Fire", on the Display and Transfer Unit. This type of transfer is only available when the SR feature is provided.

Serving Control Office

The PSTN control office from which a PSAP; either primary or secondary, is served. The Serving Control Office may be irrelevant to the TCS Next Generation IP-based solution.

Valid Location

An MSAG address, USPS address, lat/lon, or any other PSAP approved location description.

II. RULES AND REGULATIONS

A. Description of Services

1. Enhanced Universal Emergency Number Service (E9-1-1)

- a. Enhanced Emergency Number Service, also referred to as E9-1-1, is a telephone communication service whereby one or more Public Safety Answering Points (PSAP) designated by the local 9-1-1 authority may receive telephone calls dialed to the telephone number 9-1-1. Traditional E9-1-1 Service has typically included lines and equipment within one telephone company exchange and/or area served by a Mobile Telephone Switching Office, which could be connected to lines and equipment in another telephone company exchange to permit answering, transferring and dispatching of public emergency telephone 9-1-1 calls originated by persons within the same serving area. E9-1-1 service provided for Selective Routing, Automatic Name and Automatic Location identification features.

However, Next Generation E9-1-1 may become more decentralized insofar that no single company shall provide all of the E9-1-1 hardware, software, or features. The use of twisted pair telephone "lines" is becoming obsolete, replaced by broadband IP connectivity via cable or DSL or other dedicated IP networks. TCS anticipates that different companies shall provide the IP E9-1-1 infrastructure, while other companies provide the E9-1-1 content and features and functions. This tariff identifies the rules, regulations, and prices that shall govern TCS' offering of the E9-1-1 content, features, and functions. This tariff does not address the provisioning of any IP infrastructure.

- b. Enhanced 9-1-1 Service is offered subject to availability of IP broadband facilities.

- c. The E9-1-1 customer may be:

- (1) A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone areas arranged for 9-1-1 calling.
- (2) A private telecommunications provider of LEC, CLEC, wireless or VoIP service with an obligation to route emergency 9-1-1 calls to the appropriate PSAP.
- (3) A private enterprise with a PBX telephone system with a desire to route emergency calls to the appropriate PSAP.

2. Private Switch/Automatic Location Identification

- a. Private Switch/Automatic Location identification is a service offering which allows a Private Branch Exchange (PBX) switch located on a customer's premises to send Automatic Number Identification information to an Enhanced 9-1-1 (E9-1-1) Control Office or Next Generation E9-1-1 Call Routing Device from individual PBX stations for the purpose of providing site or station location information on an E9-1-1 call, or for selectively routing that call to the appropriate Public Safety Answering Point (PSAP). PS/Location Database also is available to Centrex/CENTRON or VoIP enterprise customers who wish to provide the E9-1-1 system with more specific location and routing information. These are the only intended uses for this service.

3. Trunking Services

The trunks connecting any telecommunications carrier switch to the E9-1-1 Call Routing Device will not be provided. All calls routed to the Call Routing Device must be via IP in SIP format. The Company recommends that legacy carriers acquire protocol converters to convert traditional wireline protocols into IP. Other formats may be considered at the discretion of the Company.

4. E9-1-1 Call Routing Device Service

The E9-1-1 Call Routing Device service will connect local telecommunications or VoIP switches via IP and will route the calls to one or more PSAPs via IP or circuit switched technology as required by the PSAP.

5. Location Database service

The TCS Location Database will provide caller's name, address, and phone number to the PSAP via IP along with the voice call as it is routed via the IP Call Routing Device. As other content becomes available, TCS will provide such content.

For legacy PSAPs with traditional ALI requirements, TCS will provide appropriate connectivity to the TCS Location Database.

TCS will provide access for authorized users to update Location Database data.

B. Company Liability and Indemnification

1. Limitations on Company Liability

The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of any service, equipment, or any part thereof provided pursuant to this Tariff or ICB contract, whether caused by the negligence of the Company or otherwise, except gross negligence, shall not exceed the greater of \$50.00 or an amount equivalent to the pro rata charges for the service or equipment affected during the period of time that the service or equipment was fully or partially inoperative.

2. Release and Indemnification

The customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits, or other action; or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others, caused in whole or part by the act or omissions of the Company, its agents, and/or its employees.

3. Invasions of Privacy

The customer agrees to release, indemnify, and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of any service features and the equipment associated therewith provided pursuant to this Tariff or ICB contract, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by persons accessing 9-1-1 service hereunder, and which arises out of the negligence or other wrongful act of the Company, except gross negligence, or the employees, or agents of any one of them.

C. E9-1-1 Service

1. Terms and Conditions

- a. This service is limited to the use of the central office, VoIP, or mobile telephone switching office telephone number 9-1-1 as the universal emergency telephone number. TCS does not provide the telephone number or dial tone. These services will be provided by the telecommunications carrier.
- b. The 9-1-1 emergency telephone number is not intended as a replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies will subscribe to other telephone services as provided in other tariffs/price lists of other providers of telephone services.
- c. E9-1-1 service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.
- d. E9-1-1 Service provides a one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.
- e. E9-1-1 Service is provided solely for the benefit of the customer operating the PSAP, or for the carrier providing telecommunications or data communications service to individuals. The provision of the E9-1-1 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer(s).

- f. The Company does undertake to provide E9-1-1 services using facilities obtained by the PSAP to enable the PSAPs personnel to respond to emergency calls on the PSAPs premises. The PSAP is responsible for the provision and maintenance of cable and wire facilities on the PSAPs side of the Demarcation Point.
- g. Temporary suspension of service at reduced rate is not provided for any part of the E9-1-1 Service.
- h. E9-1-1 information consisting of the names, addresses and telephone numbers of telephone customers of carriers using Company service is confidential. This information will be provided via Location Database data on a call-by-call basis only for the purpose of responding to emergency calls.
- i. The E9-1-1 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating station location are furnished to the PSAP.
- j. Default Routing will be provided in lieu of Selective Routing and ANI/ALI Display for E9-1-1 systems served from central offices or mobile telephone switching offices not equipped to transmit ANI.
- k. The rates charged for E9-1-1 Service do not contemplate the inspection or 100 percent constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer(s), are required to determine whether the system is functioning properly for its use. The customer(s) shall notify the Company promptly in the event the system is not functioning properly.
- l. It is the obligation of the E9-1-1 authority to make arrangements to handle all E9-1-1 calls that originate from telephones served by central offices in the local service area, whether or not the calling telephone is situated on property within the geographical boundaries of the E9-1-1 authority's public safety jurisdiction.
- m. Applications for E9-1-1 Service must be executed in writing by each PSAP or 9-1-1 authority. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer.
- n. The PSAP or 9-1-1 authority is required to furnish the Company its agreement to the following terms and conditions;

The 9-1-1 authority will subscribe to or provide telephone equipment with a capacity adequate to handle the number of incoming E9-1-1 calls recommended by the Company. The 9-1-1 authority is to insure that PSAP premises equipment selected to operate E9-1-1 system features is compatible with the service furnished by the Company. The 9-1-1 authority is responsible for the provision and maintenance of cable and wire facilities on the 9-1-1 authority's side of the Demarcation Point.

- o. When the Selective Routing (or comparable) feature is provided, PSAP is responsible for identifying primary and secondary PSAP locations and the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service. The PSAP is responsible for identifying the E9-1-1 serving area and for associating the Company-provided Emergency Service Numbers (ESN) with the street address ranges or other criteria for selective routing of calls. Legacy ESNs may be used. ESNs will be carried in the Data Management System (DMS) or equivalent to permit routing of 9-1-1 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the E9-1-1 serving area. The following terms define the 9-1-1 authority's responsibility in providing this information.
- (1) Initial and subsequent ESN assignments by street name, address range, and area or other mutually agreed upon routing criteria shall be furnished by the 9-1-1 authority to the Company prior to the effective date of service. If the PSAP has legacy ESNs assigned by previous E9-1-1 service providers, these ESNs may be retained if the PSAP prefers.
 - (2) After establishment of service, it is the PSAPs responsibility to continue to verify the accuracy of routing information contained in the address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, or other appropriate agencies, jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E9-1-1 calls to the proper PSAP.
 - (3) The Company will provide; with reasonable frequency to the 9-1-1 authority, upon request a complete electronic copy of the address file previously supplied to the Company by the 9-1-1 authority to permit the 9-1-1 authority to verify accuracy of the police, fire, and ambulance PSAP routing designation.
 - (4) Changes, deletions and additions which the PSAP desires to have made in the address file should be submitted on an "as occurred" basis.
 - (5) The Company will furnish an electronic copy to the 9-1-1 authority for verifications showing each change, deletion, and addition to the address file.

D. Private Switch/Location Database Service

1. Terms and Conditions

a. Private Switch/ Automatic Location Identification

- (1) In a Private Switch/Location Database service application, the Private Branch Exchange (PBX) owner/operator (or Centrex/CENTRON customer) must meet the following requirements: Application for Private Switch/Location Database Service must be executed in writing by each PBX customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer.
- (2) The customer will coordinate with the E9-1-1 Public Jurisdiction to ensure that area boundaries are identified and that any required additions or modifications to the Master Location Validation System are provided to the Company.
- (3) The customer will provide full local Automatic Number Identification (ANI) for every station within the PBX. The information must be approved by the Company prior to implementation to ensure that no conflict exists between the PBX's numbering plan and the numbering plans of other PBXs or telecommunications carriers.
- (4) ANI multi-frequency signaling must conform to the specifications established by the Company.
- (5) The customer must create, maintain and forward to the Company, current telephone number and address data in the format and time intervals negotiated between the Company and the customer.
- (6) The PBX must be connected to the E9-1-1 Call Routing Device office via IP circuits. The PBX must route 9-1-1 calls to the IP 9-1-1 facilities without overflowing to any other access facility. The Company recommends the enterprise customer order or maintains diverse IP connectivity to provide redundancy to the system.
- (7) The enterprise customer must develop and implement procedures to prevent the unauthorized or illegal use of Private Switch/Location Database trunks. These dedicated trunks may not be used for any purpose other than 9-1-1.
- (8) The customer must use personal computer hardware and software (or PC equivalent hardware and software) for ongoing customer record update programs and processes that conform to specifications established by the Company.

b. Diversification and Redundancy

The Company will maintain redundant and diverse hardware and software data centers that will operate all E9-1-1 functions. Customers can request diversification and redundancy of any or all IP facility routes. These IP facilities shall be provided by the appropriate ISP selected by the customer(s). Additional charges for such service utilizing the facilities, or the construction and provisioning thereof, will be the responsibility of the customer and will be assessed by the ISP.

E. E9-1-1 Trunks

1. E9-1-1 Trunks are high speed broadband IP or equivalent data circuits which,
 - a. Originate from the Company Call Routing Device and terminate at PSAP premises demarcation; or
 - b. Originate from the local exchange carrier end office (LEC or CLEC) and terminate at the Company E9-1-1 Call Routing Device; or
 - c. Originate from the mobile telephone switching office and terminate at the Company E9-1-1 Call Routing Device; or
 - d. Originate from any VoIP Service Provider softswitch and terminate at the Company E9-1-1 Call Routing Device; or
 - e. Originate from any enterprise VoIP PBX softswitch and terminate at the Company E9-1-1 Call Routing Device; or
 - f. Originate from any Emergency Services Gateway and terminate at the Company E9-1-1 Call Routing Device
2. The E9-1-1 Trunks are provided only for the purpose of transporting E9-1-1 traffic.
3. E9-1-1 traffic from various enterprises, LECs, CLECs, mobile switching centers and/or ESGWs may be combined on a single IP circuit with the permission of the E9-1-1 authority.

F. E9-1-1 Call Routing Device

The E9-1-1 Call Routing Device will be able to provide two services:

1. Aggregation

The Call Routing Device can aggregate E9-1-1 calls originating from multiple sources in multiple 9-1-1 jurisdictions into IP circuits that terminate at the appropriate PSAPs demarcation point. The PSAP does not need to designate or arrange for the connectivity between the local telecommunications carrier(s) to the Call Routing Device, or from the Call Routing Device to the customer premises demarcation point. The PSAP or 9-1-1 authority is obligated to acquire connectivity to the IP network.

2. Alternate Routing

It is the customer's responsibility to designate the alternate location if traffic is to be routed to a secondary PSAP.

G. General Terms and Conditions

1. Term of Service; Termination.

The Company and each customer may enter into a separate agreement specifying the term during which the Company shall provide Services.

2. Payments; Late Fees

Payment for Services provided by the Company shall be due in accordance with the terms and conditions of each customer's contract. Customer agrees to pay a late fee in accordance with the terms and conditions of each customer's contract, but in no event to exceed the late fees which may be charged to customer under the laws of the state of California.

3. Attorneys' Fees

The Company and each customer may enter into a separate agreement specifying that if any dispute in connection with the provision of Services to customer is submitted to a court, arbitrator, tribunal or other appropriate entity, then all costs and expenses of the parties (including reasonable attorneys' fees) will be paid by the party against whom a determination by such court, arbitrator, tribunal or entity is made, or, in the absence of a determination, wholly against one party, as such court, arbitrator, tribunal or entity directs.

H. Concurrence with Pacific Bell Tariffs

Pursuant to D.95.12-057, the Company concurs with the Limitation of Liability tariffs Section 2.1.14 of Pacific Bell (RULE NO. 14 - LIMITATION OF LIABILITY), Sheets 87 through 94.

III. SERVICE OFFERINGS AND FEATURES

A. E9-1-1 Service Features

1. E9-1-1 Service is available with the following Service Feature Offerings: Automatic Location Identification and default routing and Call Routing Device. ANI is contingent upon receipt of ANI by the telephone service provider. Location Database is contingent upon provisioning by the telephone service provider.
2. The service feature offerings include provision of E9-1-1 service to all primary PSAPs and to secondary PSAPs that are equipped to display ANI information on compatible customer-provided terminal equipment. The customer is responsible for the provision and maintenance of broadband IP networks, cable and wire facilities on the customer's side of the Demarcation Point. Secondary PSAPs not equipped to display ANI will receive calls on a transfer basis over the exchange network or the customer may subscribe to IP access.
3. The following standard features are included with each of the service offerings:
 - a. Default Routing;
 - b. Alternate Routing;
 - c. Call Transfer

B. Private Switch/Location Database Service Features

Private Switch/Location Database Service is available with the Service Feature Offerings described for E9-1-1 Service, above.

C. Trunk Features

Trunks and/or IP circuits may be obtained from either the local exchange carrier, or other facilities provider.

D. E9-1-1 Call Routing Device Features include;

1. Call aggregation from multiple carriers' switching equipment across multiple jurisdictional boundaries to the appropriate PSAPs demarcation points via broadband IP technology.
2. Alternate routing
3. Delivery of Location Database data
4. Delivery of additional data content relative to each 9-1-1 call

IV. RATES, CHARGES, AND SURCHARGES

A. Rates and Charges

RATES AND CHARGES	Tariff Price	
	Non-Recurring Fee	Recurring Fee
Call Routing	ICB	ICB
Location Database	ICB	ICB
Additional data content beyond ALI (VEDS, medical records, etc)	ICB	ICB
Master Location Validation System Management	ICB	ICB
Master Location Validation System Management requests	ICB	ICB
Location Database Initial load and updates provided by another data provider	ICB	ICB
Administer Pseudo ANI (per record)	ICB	ICB

Recurring and non-recurring charges for all services provided pursuant to this Price List may be individualized for a particular customer based on the need to respond to a unique service application and/or market condition. All services will be offered on the same basis to any other customer, which has the same service specifications and market conditions.

B. Surcharges

In addition to the charges specifically for the customer's services, the California Public Utilities Commission has mandated that certain defined surcharges, as noted below, be applied to intrastate revenues consistent with the particular rules associated with the noted surcharge. The customer is hereby notified that these fees, as applicable, will be added to the customer's bill and that the rates change periodically. No prior notice of any change will be provided to the customer. The then-current surcharge rate will be applied to the customer's bill even if this tariff has not been updated. In compliance with Resolution T-16901, December 2, 2004, the Company will parallel the joint tariff for surcharges and fees filed by Pacific Bell (d.b.a. SBC California), incorporated herein by reference, and apply the current surcharge and fee amounts in that joint tariff on customer bills until further revised.

1. Revenues collected for the California Advanced Services Fund (CASF) at the surcharge rate of 0.25% shall be held by the carrier in a memorandum account tracking system and the account will accrue monthly interest on the accumulated balance at the short-term commercial paper rate. Carriers shall continue to hold custody of all the collected CASF surcharge revenues and accumulated interest *until* the Commission provides further direction on the disposition of these revenues.
2. The current 1.15% surcharge applicable to all intrastate services except for those excluded by D.94-09-065, as modified by D.95-02-050, to fund the Universal Lifeline Telephone Service Trust Administrative Committee Fund (Pub. Util. Code § 879; Resolution T-17071, dated March 1, 2007, effective April 1, 2007).

3. The current 0.20% surcharge applicable to all intrastate services except for those excluded by D.94-09-065, as modified by D.95-02-050, to fund the California Relay Service and Communications Devices Fund (Pub. Util. Code § 2881; D.98-12-073 and Resolution T-17127, dated December 20, 2007, effective January 1, 2008).
4. The user fee provided in Pub. Util. Code §§ 431-435, which is 0.18% of gross intrastate revenue (Resolution M-4819), dated June 7, 2007, effective July 1, 2007.
5. The current 0.13% surcharge applicable to all intrastate services except for those excluded by D.94-09-065, as modified by D.95-02-050, to fund the California High Cost Fund-A (Pub. Util. Code § 739.3; D.96-10-066, pp. 3-4, App. B, Rule 1.C; Resolution T-17128, dated December 20, 2007, effective January 1, 2008).
6. The current 0.25% surcharge applicable to all intrastate services except for those excluded by D.94-09-065, as modified by D.95-02-050, to fund the California High Cost Fund-B (D.96-10-066, p. 191, App. B, Rule 6.F., D.07-12-054).
7. The current 0.25% surcharge applicable to all intrastate services except for those excluded by D.94-09-065, as modified by D.95-02-050, to fund the California Advances Services Fund (D.07-12-054).
8. The current 0.079% surcharge applicable to all intrastate services except for those excluded by D.94-09-065, as modified by D.95-02-050, to fund the California Teleconnect Fund (D.96-10-066, p. 88, App. B, Rule 8.G, Resolution T-16888, dated December 1, 2005, effective January 1, 2006), changed and updated by CPUC Resolution T-17142, April 24, 2008.

C. Application for Service

1. Requests for this service:

- a. can only be initiated by a 9-1-1 customer, a PSAP, or authorized state agency;
- b. must be provided to the Company in writing; and
- c. must identify service locations and arrangements.

2. Customer Obligations

- a.
- b. The telecommunications service provider will create, maintain, and forward to the Company current telephone number and address data according to the format and procedures specified by the Company.
- c. The PSAP must develop and implement procedures to prevent the unauthorized or illegal use of Company Next Gen 9-1-1 services. These dedicated facilities may not be used for any purpose other than for 9-1-1 service.
- d. The PSAP must use computer hardware and software for ongoing Private Switch End User (PSEU) record update programs and processes, that conform to the specifications outlined by the Company.
- e. PS/ALI Service information consisting of the name, address and telephone number of PSEUs is confidential. The 9-1-1 customer agrees to use such information only for the purpose of responding to emergency calls.
- f. The PSEU forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP and to the Company. The PSEU (published and non-published) consents to the storage and retention of PSEU name, telephone number, and address in the data base and also consents to access to this information by the PSAP for the sole purpose of responding to an emergency call.

- g. Cancellation of the service in whole or in part by the 9-1-1 customer prior to establishment thereof, will require payment to the Company of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by the Company up to the time of cancellation resulting from the 9-1-1 customer's order for service, but not to exceed the total nonrecurring charges. This requirement may be superseded by an explicit Cancellation Clause in the ICB contract with the customer.
- h. Temporary suspension of service at the request of the customer, either partial or complete, is not applicable.

D. Contracts

Due to the special and limited nature of the services offered by the Company, all services will be provided by contract negotiated between the Company and the customer.

E. Special Information Required on Forms

Due to the special and limited nature of the services offered by the Company, and the requirement that the customer be a carrier or a governmental agency, any special information required of the customer will be negotiated between the Company and the customer.

F. Establishment and Reestablishment of Credit

Due to the special and limited nature of the services offered by the Company, and the requirement that the customer be a carrier or a governmental agency, all credit requirements of the customer will be negotiated between the Company and the customer.

G. Deposits

Due to the special and limited nature of the services offered by the Company, and the requirement that the customer be a carrier or a governmental agency, all deposit requirements of the customer will be negotiated between the Company and the customer.

H. Notices

Due to the special and limited nature of the services offered by the Company, and the requirement that the customer be a carrier or a governmental agency, all notice requirements between the customer and the Company will be negotiated between the Company and the customer.

I. Issuance and Payment of Bills

Due to the special and limited nature of the services offered by the Company, and the requirement that the customer be a carrier or a governmental agency, all billing procedures between the customer and the Company will be negotiated between the Company and the customer.

J. Discontinuance and Restoration of Service

Due to the special and limited nature of the services offered by the Company, and the requirement that the customer be a carrier or a governmental agency, all terms and conditions for the discontinuance and/or restoration of service will be negotiated between the Company and the customer.

K. Information on Services and Promotional Offerings

Due to the special and limited nature of the services offered by the Company, the requirement that the customer be a carrier or a governmental agency, and that the services provided will be via negotiated contract, the Company does not anticipate that it will offer any promotional offerings.

L. Temporary Service

Due to the special and limited nature of the services offered by the Company, and the requirement that the customer be a carrier or a governmental agency, all temporary service needs between the customer and the Company will be negotiated between the Company and the customer.

M. Continuity of Service

Due to the special and limited nature of the services offered by the Company, and the requirement that the customer be a carrier or a governmental agency, all determinations of interruptions of service, notice to the customer, and apportionment of available services between the customer and the Company will be negotiated between the Company and the customer.

N. Extension of Lines and Mains

Not applicable to the Company.

O. Facilities on Customers' Premises and Service Connections

Due to the special and limited nature of the services offered by the Company, and the requirement that the customer be a carrier or a governmental agency, all procedures regarding the installation of the services, and the respective rights of the Company and the customer regarding access to the customer's premises will be negotiated between the Company and the customer.

