

NEXTGEN COMMUNICATIONS, INC.

REGULATIONS AND SCHEDULE FOR

E9-1-1 SERVICES

WITHIN

THE STATE OF OKLAHOMA

275 West Street – Suite 400
Annapolis, MD 21401
800-959-3749

Issued in compliance with an Order of the Oklahoma Corporation Commission
In Case No. PUD 201000106 Issued and Effective November 17, 2011

CHECK SHEET

The TITLE page through page 35 inclusive of the tariff are effective as of the date shown on an individual sheet. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

SECTION	PAGE	REVISION	EFFECTIVE DATE
Title	1	Original	November 17, 2011
Check Sheet	2	Original	November 17, 2011
Table of Contents	3	Original	November 17, 2011
Table of Contents	4	Original	November 17, 2011
Concurring, Connecting or Other Participating Carriers	5	Original	November 17, 2011
Tariff Format and Explanation of Symbols	6	Original	November 17, 2011
Section 1 – General Regulations	7	Original	November 17, 2011
Section 1 – General Regulations	8	Original	November 17, 2011
Section 1 – General Regulations	9	Original	November 17, 2011
Section 1 – General Regulations	10	Original	November 17, 2011
Section 1 – General Regulations	11	Original	November 17, 2011
Section 1 – General Regulations	12	Original	November 17, 2011
Section 2 – Rules and Regulations	13	Original	November 17, 2011
Section 2 – Rules and Regulations	14	Original	November 17, 2011
Section 2 – Rules and Regulations	15	Original	November 17, 2011
Section 3 – Service Offerings and Features	16	Original	November 17, 2011
Section 3 – Service Offerings and Features	17	Original	November 17, 2011
Section 3 – Service Offerings and Features	18	Original	November 17, 2011
Section 3 – Service Offerings and Features	19	Original	November 17, 2011
Section 3 – Service Offerings and Features	20	Original	November 17, 2011
Section 3 – Service Offerings and Features	21	Original	November 17, 2011
Section 3 – Service Offerings and Features	22	Original	November 17, 2011
Section 3 – Service Offerings and Features	23	Original	November 17, 2011
Section 3 – Service Offerings and Features	24	Original	November 17, 2011
Section 4 – Rates, Charges, and Conditions of Service	25	Original	November 17, 2011
Section 4 – Rates, Charges, and Conditions of Service	26	Original	November 17, 2011
Section 4 – Rates, Charges, and Conditions of Service	27	Original	November 17, 2011
Section 4 – Rates, Charges, and Conditions of Service	28	Original	November 17, 2011
Section 4 – Rates, Charges, and Conditions of Service	29	Original	November 17, 2011
Section 4 – Rates, Charges, and Conditions of Service	30	Original	November 17, 2011
Section 5- Service Areas	31	Original	November 17, 2011
Section 6- Oklahoma Universal Service Fund (OUSF)	32	Original	November 17, 2011
Section 6- Oklahoma Universal Service Fund (OUSF)	33	Original	November 17, 2011
Section 6- Oklahoma Universal Service Fund Recovery Charge	34	Original	November 17, 2011
Section 7 – PUD Assessment Fee	35	Original	November 17, 2011

TABLE OF CONTENTS

	<u>PAGE</u>
TITLE PAGE	1
CHECK SHEET	2
TABLE OF CONTENTS	3
CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS.....	5
TARIFF FORMAT AND EXPLANATION OF SYMBOLS.....	6
SECTION 1. - GENERAL REGULATIONS.....	7
1.1. APPLICATION OF TARIFF.....	7
1.2. DEFINITIONS.....	7
SECTION 2. - RULES AND REGULATIONS.....	13
2.1. COMPANY LIABILITY AND INDEMNIFICATION.....	13
2.2. GENERAL TERMS AND CONDITIONS.....	14
2.3. NOTICES AND COMMUNICATIONS.....	14
2.4. REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE	14
SECTION 3. - SERVICE OFFERINGS AND FEATURES	16
3.1. GENERAL REQUIREMENTS.....	16
3.2. DESCRIPTION OF SERVICES.....	16
3.3. PRIVATE SWITCH/LOCATION DATABASE SERVICE.....	21
3.4. E9-1-1 TRUNKS.....	22
3.5. E9-1-1 CALL ROUTING DEVICE.....	23
3.6. AUTOMATIC NUMBER IDENTIFICATION (ANI).....	23
3.7. ALI MANAGEMENT SERVICE.....	23
3.8. WIRELESS 9-1-1 SERVICE (W9-1-1).....	24
SECTION 4. - RATES, CHARGES, AND CONDITIONS OF SERVICE.....	25
4.1. RATES BY INDIVIDUAL CONTRACT BASIS (ICB).....	25
4.2. APPLICATION FOR SERVICE.....	26
4.3. CONTRACTS.....	29

4.4.	ESTABLISHMENT OF CREDIT FOR RESIDENTIAL APPLICANTS AND CUSTOMERS	29
4.5.	NOTICES.....	29
4.6.	ISSUANCE AND PAYMENT OF BILLS.....	30
4.7.	DISCONTINUANCE AND RESTORATION OF SERVICE.....	30
4.8.	INFORMATION ON SERVICES AND PROMOTIONAL OFFERINGS.....	30
4.9.	CONTINUITY OF SERVICE.....	30
4.10.	EXTENSION OF LINES AND MAINS.....	30
4.11.	FACILITIES ON CUSTOMERS' PREMISES AND SERVICE CONNECTIONS.....	30
	SECTION 5. - SERVICE AREAS.....	31
5.1.	SERVICE AREAS	31
	SECTION 6. - OKLAHOMA UNIVERSAL SERVICE FUND (OUSF).....	32
6.1.	OUSF RECOVERY.....	32
6.2.	OUSF RECOVERY CHARGE.....	32
6.3.	CHANGES IN THE OUSF RECOVERY CHARGE.....	33
6.4.	OKLAHOMA UNIVERSAL SERVICE FUND RECOVERY CHARGE.....	33
	SECTION 7. - PUD ASSESSMENT FEE.....	35

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

None

CONNECTING CARRIES

None

OTHER PARTICIPATING CARRIES

None

TARIFF FORMAT 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 the Tariff. 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 Tariff page, a revised page will be issued replacing the affected Tariff 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:

- (AT) means addition to text
- (C) means correction
- (CP) means change in practice
- (CR) means change in rate
- (CT) means change in text
- (DR) means discontinued rate
- (FC) means change in format lettering or numbering
- (MT) means moved text
- (NR) means new rate
- (RT) means removal of text

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

SECTION 1. - GENERAL REGULATIONS

1.1. APPLICATION AND ACCESSIBILITY OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by NextGen Communications, Inc., hereinafter referred to as the Company, to customers within the State of Oklahoma. Only those services, terms and conditions and rates and charges approved by the Oklahoma Corporation Commission and contained in this tariff may be provided to Customers within the State. Filed tariffs are binding on the Company and no deviation of any kind from the filed tariff is permitted. This tariff is on file with the Oklahoma Corporation and the Company's principal place of business:

NextGen Communications, Inc.
275 West Street, 4th Floor
Annapolis, MD 21401

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge to end-users, by contacting the Company at (800-959-3749).

1.2. DEFINITIONS

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.

SECTION 1. GENERAL REGULATIONS, CONTINUED

Business Customer

A Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Company

Used throughout this tariff to refer to NextGen Communications, Inc., a Maryland corporation, unless otherwise clearly indicated by the context.

Customer

A current or potential buyer or user of the services identified in this tariff. This is typically through purchasing the services; however, the term also includes by extension anyone who uses or experiences the services of another.

Database Management System (DBMS)

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.

E9-1-1 Call or E9-1-1 Service

A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for a caller

SECTION 1. GENERAL REGULATIONS, CONTINUED

wishing to report police, fire, medical, or other emergency situations (as examples) to a PSAP for referral to a public safety agency. As used in this tariff, E9-1-1 does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 service.

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.

Individual Contract Basis (ICB)

A service arrangement where the regulations, rates, and charges are developed based on the specific circumstances of the Customer's situation and set out in a separate agreement with the Customer.

Internet Protocol (IP)

The Internet Protocol (IP) is a method used for communicating data across a packet-switched digital network. Sometimes also referred to as TCP/IP.

Location Database

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

SECTION 1. GENERAL REGULATIONS, CONTINUED

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. For NextGen's 9-1-1, the data source will not be only the MSAG if an MSAG is used at all. In NextGen's 9-1-1 system, 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 NextGen's 9-1-1 system, 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).

Not-regulated Service

Not-regulated service means the offering of service(s) where the rates and/or terms and conditions for such service(s) are not regulated by the Commission. These would include any services offered from FCC tariffs such as interstate service offerings and any taxes, fees and surcharges applicable to those services, as well as any intrastate services not contained in tariffs approved by the Commission.

SECTION 1. GENERAL REGULATIONS, CONTINUED

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.

Regulated Telecommunications Service

Regulated telecommunications service means the offering of telecommunications service(s) directly to the public where the rates and/or terms and conditions for such service(s) are regulated by the Commission. These would include services offered from intrastate tariffs approved by the Commission and any taxes, fees and surcharges applicable to those services, and interstate services when the Commission is enforcing the FCC slamming rules.

SECTION 1. GENERAL REGULATIONS, CONTINUED

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 the Company's 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.

SECTION 2. - RULES AND REGULATIONS

2.1. COMPANY LIABILITY AND INDEMNIFICATION

2.1.1. Limitations on Company Liability

The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, delays, or malfunctions of any service, equipment, or any part thereof provided pursuant to this Tariff or ICB, shall not exceed 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.

2.1.2. Release and Indemnification / Intellectual Property

- a. Unless otherwise provided for by an ICB, title to all facilities and intellectual property provided in accordance with this tariff remains in the Company, its partners, agents, contractors, or suppliers.
- b. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or other labor difficulties when it does not involve the Company's employees.

2.1.3. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4. 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 by

SECTION 2. RULES AND REGULATIONS, CONTINUED

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. Notwithstanding the foregoing, such indemnification does not apply to Company's use of customer data for any purpose other than the provision of 9-1-1 services.

2.2. GENERAL TERMS AND CONDITIONS

2.2.1. Undertaking of the Company

The Company installs, operates, and maintains the services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a term basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2.2. 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.

2.2.3. Reserved for Future Use

2.3. NOTICES AND COMMUNICATIONS

2.3.1. The Customer shall designate the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed. The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

SECTION 2. RULES AND REGULATIONS, CONTINUED

- 2.3.2. Except as otherwise stated in this tariff, or an ICB, all notices or other communications required to be given pursuant to this tariff, or an ICB, or the Agreement for Services by the Company to the customer will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.3.3. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein, or as may be required in an ICB.

2.4. REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

The Customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

SECTION 3. - SERVICE OFFERINGS AND FEATURES

3.1. GENERAL REQUIREMENTS

- 3.1.1. All calls must be answered on a 24-hour per day, seven days per week basis.
- 3.1.2. The customer and/or PSAP must dispatch the appropriate emergency service within the 9-1-1 Service area, or transfer all 9-1-1 calls received to the responsible government agency.
- 3.1.3. The customer and/or PSAP must develop reasonable methods for responding to calls for non-participating agencies.
- 3.1.4. No charge applies to the calling party for calls placed to 9-1-1.

3.2. DESCRIPTION OF SERVICES

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

- 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.

However, E9-1-1 Service may become more decentralized insofar that no single company may 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. The Company anticipates that different companies shall provide the IP E9-1-1 infrastructure, while other companies provide the E9-1-1 content, features, and functions. This tariff identifies the rules, regulations, and prices that shall govern the Company's offering of the E9-1-1 features and functions.

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

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

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 and appropriate state and/or federal authority to route emergency calls to the appropriate PSAP.

3.2.2. Private Switch/Automatic Location Identification Service

The Private Branch Exchange (PBX) switch located on a customer's premises sends Automatic Number Identification information to an Enhanced 9-1-1 (E9-1-1) Control Office or the Company's 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). A 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.

3.2.3. 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.

3.2.4. Location Database Service

The Company Location Database will provide the 9-1-1- caller's name, address, phone number, and location (if available) to the PSAP via IP simultaneously with the voice call as it is routed via the IP Call Routing Device. As other content becomes available, the Company will provide such content. For legacy PSAPs with traditional ALI

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

requirements, the Company will provide appropriate connectivity to the Company Location Database. The Company will provide access for authorized users to update Location Database data.

3.2.5. Terms and Conditions

- a. These services are 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. The Company 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.
- c. E9-1-1 Service is furnished to the customer only for the purpose of receiving reports from the public of emergencies or similar events appropriate for action by a PSAP.
- 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 or to reconnect a disconnected incoming 9-1-1 call.
- 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). 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.
- f. Temporary suspension of service at reduced rate is not provided for any part of the E9-1-1 Service.
- g. E9-1-1 information consisting of the names, addresses, and telephone numbers of telephone customers of carriers using Company service is confidential. This

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

information will be provided via Location Database data on a call-by-call basis only for the purpose of responding to emergency calls.

- h. 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.
- i. 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 and ALI.
- j. 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.
- k. 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.
- l. 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.
- m. The PSAP or 9-1-1 authority is required to furnish the Company its agreement to the following terms and conditions. The PSAP or 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 PSAP or 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 PSAP or 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.
- n. When the Selective Routing (or comparable) feature is provided, PSAP is responsible for identifying primary and secondary PSAP locations and the unique

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

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 with the street address ranges or other criteria for selective routing of calls. 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. Initial ESN assignments shall be furnished to the Company in writing prior to the service date. 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 PSAP's 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) Upon request by the PSAP, the Company will provide to the 9-1-1 authority 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.

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

3.3. PRIVATE SWITCH/LOCATION DATABASE SERVICE

3.3.1. 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/similar service 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.

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

- (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

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.

3.4. E9-1-1 TRUNKS

3.4.1. E9-1-1 Trunks are high speed broadband IP or equivalent data-only 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

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

3.4.2. The E9-1-1 Trunks are provided for the purpose of transporting only E9-1-1 traffic information.

3.4.3. E9-1-1 traffic from various enterprises, LECs, CLECs, mobile switching centers, and/or emergency service gateways (ESGWs) may be combined on a single IP circuit.

3.5. E9-1-1 CALL ROUTING DEVICE

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

3.5.1. 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.

3.5.2. Alternate Routing

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

3.6. AUTOMATIC NUMBER IDENTIFICATION (ANI)

Automatic Number Identification (ANI) is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by the Company and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

3.7. ALI MANAGEMENT SERVICE

3.7.1. MSAG Management

The Company provides a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

3.7.2. MSAG Build Services

The Company acts as the facilitator with the addressing authority in the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) standards.

3.7.3. Subscriber Record Management

Subscriber Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

3.7.4. ALI Database Updates

After processing and validating subscriber record updates, the Company posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.

3.7.5. ANI/ALI Discrepancy Resolution

An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. The Company will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution.

3.8 WIRELESS 9-1-1 SERVICE (W9-1-1)

3.8.1 The minimum number of digits that the PSAP CPE must be capable of receiving is dependent on the wireless solution. A PSAP must be able to accept 8, 10, or 20 digits when the wireless solution is NCAS, Hybrid, or CAS, respectively. If a PSAP CPE does not meet these requirements, the Company will continue to selectively route wireless 911 calls to the designated PSAPs without callback or location information for these calls.

3.8.2 The W9-1-1 customer and or PSAP acknowledges that W9-1-1 service requires that the respective wireless carriers have the capability to forward the wireless subscribers call and associated call data to the Company for transport to the W9-1-1 customer and or PSAP.

3.8.3 The Company will forward the Phase I and Phase II information that is received from the wireless carrier as specified in the FCC Order. If Phase II data is not received, the Company will route the call by Phase I information and forward the Phase I data provided by the wireless carrier.

SECTION 4. - RATES, CHARGES, AND CONDITIONS OF SERVICE

Feature	Tariff Price	
	Non-Recurring Fee Per End User (EU) (10,000 EU Minimum)	Recurring Fee Per End User (EU) Per Month (2,500 EU Minimum)
Call Routing	\$1.00	\$1.00
Location Database	\$1.00	\$0.50
Additional data content beyond ALI (VEDS, medical records, etc.)	\$1.00	\$0.10
Master Location Validation System Management	\$1.00	\$0.10
Master Location Validation System Management requests	\$5.00	\$1.00
Location Database Initial load and updates provided by another data provider	\$1.00	\$0.05
Administer Pseudo ANI (per record)	\$0.75	\$0.15

4.1. RATES BY INDIVIDUAL CONTRACT BASIS (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law. All ICB arrangements will conform to the requirements of OAC 165:55-5-10.3.

SECTION 4. RATES, CHARGES, AND CONDITIONS OF SERVICE, CONTINUED

Pursuant to OAC 165:55-9-2, all state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s). Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s). Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge, and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

In addition to the charges specifically for the customer's services, there may be additional surcharges as mandated by the Oklahoma Corporation Commission, other Oklahoma state authorities, and / or the Federal Communications Commission. The customer is hereby notified that these fees, as applicable, will be added to the customer's bill and that the rates may 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.

4.2. APPLICATION FOR SERVICE

4.2.1. 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.

4.2.2. Customer Obligations

- a. The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; and payment of charges for services provided.
- b. Specific Customer responsibilities include, but are not limited to the following:
 - (1) the payment of all applicable charges pursuant to this tariff or an ICB;
 - (2) damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless

SECTION 4. RATES, CHARGES, AND CONDITIONS OF SERVICE, CONTINUED

caused by the negligence or willful misconduct of the employees or agents of the Company;

(3) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

(4) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described herein;

(5) any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer (the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service);

(6) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

(7) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under this tariff, and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining,

SECTION 4. RATES, CHARGES, AND CONDITIONS OF SERVICE, CONTINUED

repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

(8) not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

- b. Customer will comply with all applicable provisions of this tariff and/or an ICB.
- 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. 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.

SECTION 4. RATES, CHARGES, AND CONDITIONS OF SERVICE, CONTINUED

4.3. CONTRACTS

Due to the special and limited nature of the services offered by the Company, all services not defined in this tariff and/or as required by the customer will be provided for in an ICB between the Company and the customer.

4.4. ESTABLISHMENT OF CREDIT FOR RESIDENTIAL APPLICANTS AND CUSTOMERS

4.4.1 Establishment of credit shall not relieve the customer from complying with the Company's policy(ies) regarding the prompt payment of bills.

4.4.2 For purposes of this Section, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

4.4.3. A residential applicant shall not be required to establish credit or pay a deposit.

4.4.4. Re- Establishment of Credit

Any applicant who previously has been an end-user of the Company and whose service has been suspended or disconnected for nonpayment of bills shall be required, before service is rendered, to pay all amounts due the Company for regulated telecommunications services or execute a deferred payment agreement, if offered, in accordance with OAC 165:55-11-3(d), and reestablish credit as provided in OAC 165:55-9-10 through OAC 165:55-9-14 or apply for a less than basic local exchange service, if available.

4.5. NOTICES

All customer notices will be provided in accordance with OAC 165:55 of the Commission's rules.

4.6. ISSUANCE AND PAYMENT OF BILLS

Customer billing will be handled in accordance with OAC 165:55-9-1 through OAC 165:55-9-8.

SECTION 4. RATES, CHARGES, AND CONDITIONS OF SERVICE, CONTINUED

4.7. DISCONTINUANCE AND RESTORATION OF SERVICE

All discontinuances and restorations of customer service will be accomplished in accordance with OAC 165:55-11-1 through OAC 165:55-11-8.

4.8. INFORMATION ON SERVICES AND PROMOTIONAL OFFERINGS

Should the Company offer a promotion, it will do so in accordance with OAC 165:55-5-10.2.

4.9. CONTINUITY OF SERVICE

All determinations of interruptions of service, notice to the customer, and apportionment of available services between the customer and the Company will be provided for in accordance with OAC 165:55 of the Commission's rules.

4.10. EXTENSION OF LINES AND MAINS

Not applicable to the Company.

4.11. 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 provided for in an ICB between the Company and the customer, and in accordance with OAC 165:55 of the Commission's rules.

SECTION 5. - SERVICE AREAS

5.1. SERVICE AREAS

The Company proposes to serve the entire State of Oklahoma.

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SECTION 6. - OKLAHOMA UNIVERSAL SERVICE FUND (OUSF)

6.1 OUSF RECOVERY

6.1.1 General Regulations

- a. Contributions to the OUSF are assessed as a uniform percentage of the telecommunications carrier's total retail-billed intrastate telecommunications revenue for a 12-month period identified by the OUSF Administrator. This percentage is established annually pursuant to an Order issued by the Oklahoma Corporation Commission.
- b. Pursuant to 17 O.S. § 139.106 and OAC 165:59-3-46, a telecommunications carrier may, at its option, recover the amount of its contributions to the Oklahoma Universal Service Fund (OUSF) from its retail customers. Such recovery shall be made in a fair, equitable, and nondiscriminatory manner.
- c. Recovery shall be assessed by either a flat recovery fee or a percentage recovery charge, as described below.
- d. Recovery shall be assessed on the same retail revenues as those used for contribution purposes.

6.2 OUSF RECOVERY CHARGE (Percentage or Flat Fee)

- a. Recovery of the OUSF contribution from retail customers shall be made by a uniform monthly flat fee or percentage, which shall be applied to each retail customer in addition to any other applicable rates and charges as provided for in this tariff. The OUSF Recovery charge is intended to recover the total dollar amount paid into the OUSF, and shall be adjusted to compensate for any over-recovery or under-recovery from retail customers, pursuant to OAC 165:59-3-46.
- b. The results of such calculation(s) shall be rounded to the nearest penny for the purpose of applying this amount to retail customer's bills.
- c. The resulting OUSF recovery amounts are not revenues of the Company, and therefore, are not subject to state or local taxes, franchise fees, or any other assessments or fees. The Company shall not include the OUSF Recovery Charge in the calculation of such taxes, fees, or assessment in the customer's bill.
- d. If recovery is made pursuant to this tariff from the retail customers, the amount resulting from the OUSF Recovery Charge will be stated separately in the customer's monthly bill.

SECTION 6. - OKLAHOMA UNIVERSAL SERVICE FUND (OUSF)

- e. Records shall be kept by the Company which reflect the OUSF contributions paid by the Company for each period along with all amounts recovered by the Company through the Recovery of OUSF Contributions Tariff. This information shall be provided to the Commission along with any changes to the OUSF Recovery Charge.

6.3 CHANGES IN THE OUSF RECOVERY CHARGE

- a. Changes to the OUSF Recovery Charge shall be made by notifying in writing the Director of the Public Utility Division. A replacement tariff page reflecting the revised OUSF Recovery Charge shall be included with the notification letter.
- b. Notification of changes to the OUSF Recovery Charge shall be made at least thirty (30) days before effective date of change.
- c. The revised OUSF Recovery Charge shall not be billed to any retail customer until such notification is received by the Director of the Public Utility Division.
- d. If an OUSF Monthly Recovery Charge is used to recover the OUSF contributions of the company from its retail customers, the page which reflects the amount of the recovery charge shall also include the computation or formula used to determine the Monthly Recovery Charge. Additionally, at the time the OUSF Monthly Recovery Charge is changed and notification is given to the Director of the Public Utility Division, backup information and documentation is to be made available.
- e. Revisions for over-recovery and/or under recovery shall be made no more than once every twelve (12) months, or one time each quarter pursuant to any change in the OUSF contribution factor.

6.4 OKLAHOMA UNIVERSAL SERVICE FUND RECOVERY CHARGE

The following will appear on a separate page as a Price List:

Oklahoma Universal Service Fund Recovery Charge

6.4.1 Recovery Percentage 1.99%

(Indicate the effective date of the revised change)

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SECTION 7. – PUD ASSESSMENT FEE

7.1. PUD Assessment Fee factor to be provided

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