

Service Guide Applicable to

**9-1-1 EMERGENCY SERVICES**

Furnished by Vesta Solutions, Inc.

## **Introduction**

This Service Guide of Terms and Conditions, Services, and Rates (“Service Guide”) describes the terms, conditions, and rates under which the Company (Vesta Solutions, Inc., Vesta Solutions of New Jersey, Inc. or Vesta Solutions of Virginia, Inc.; “Vesta”) will provide telecommunications services, 9-1-1 Emergency Services and/or NG9-1-1 Emergency Services. By executing a Vesta Service Order Form (SOF) or Customer Agreement, or by using or paying for services provided herein, the Customer executing the SOF or Customer Agreement or paying for the services agree to the service regulations and terms and conditions described herein. The services covered in this Service Guide are subject to availability and may not be available in all locations. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities by the Company, when necessary because of lack of facilities, or due to some other case beyond the Company’s control.

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## 1. GENERAL

### 1.1 Application of Service Guide

- 1.1.1 The Company's services are available to provide connectivity, receive traffic and end user location information from Originating Service Providers (OSPs) that require the ability to terminate end user calls to government and quasi-government Public Safety Answering Points (PSAPs) receiving other services from the Company.
- 1.1.2 The Company provides such services where it is the designated E9-1-1 or NG9-1-1 Service provider by the applicable PSAP.
- 1.1.3 Continued use of services provided under an SOF or Customer Agreement after notification of modification to the terms and conditions described in this Service Guide shall be deemed acceptance of those modifications.

### 1.2 Definition of Terms

- 1.2.1 9-1-1  
A three-digit telephone number used to facilitate the reporting of an emergency requiring response by a public safety agency.
- 1.2.2 9-1-1 Service Provider  
The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 Calls placed by callers, delivering the 9-1-1 Calls to PSAPs using appropriate routing logic, and delivering emergency response information such as ANI and ALI.
- 1.2.3 ALI Database  
A system of manual procedures and computer programs used to create, store and update ALI information.
- 1.2.4 Authorized User  
A person, firm, or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service.
- 1.2.5 Automatic Numbering Identification (ANI)  
Telephone number associated with the call origination, originally associated with the access line of the caller.
- 1.2.6 Automatic Location Identification (ALI)

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The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.

- 1.2.7      Call  
A generic term referring to any request for public safety assistance, regardless of the media used to make that request. This term may appear in conjunction with specific media, such as "voice Call", "video Call", "text Call", or "data-only Call" when the specific media is of importance. The term "non-interactive Call" refers to an emergency Call that is initiated automatically, carries data, does not establish a two-way interactive media session, and typically does not involve a human at the "initiating" end.
- 1.2.8      Call Bridging  
The act of adding an additional party to an existing Call; i.e., the origination of another leg on an existing Call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the Call after the additional party is added.
- 1.2.9      Call Routing  
The function of delivering the 9-1-1 call to the appropriate PSAP.
- 1.2.10     Call Transfer  
The capability to redirect a call to another party.
- 1.2.11     Central Office (CO)  
The facility where access lines are connected to switching equipment for connection to the Public Switched Telephone Network. More than one CO may be located in a building.
- 1.2.12     Commission  
Where applicable, the regulatory commission or agency responsible for regulatory oversight generally of services discussed herein and provided by the Company.
- 1.2.13     Common Carrier  
An authorized company or entity providing telecommunications services to the public.
- 1.2.14     Company  
Vesta Solutions, Inc., Vesta Solutions of New Jersey, Inc. or Vesta Solutions of Virginia, Inc.
- 1.2.15     Customer

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A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this Service Guide and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

- 1.2.16      Customer Premises  
A location designated by the Customer for the purposes of connecting to the Company's services.
- 1.2.17      Data Synchronization  
Keeping multiple datasets in coherence with one another to maintain data integrity.
- 1.2.18      Database Management System (DBMS)  
A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E9-1-1 systems.
- 1.2.19      Demarcation Point  
A defined boundary dividing one area of responsibility from another.
- 1.2.20      E9-1-1 Emergency 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 reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this Service Guide, E9-1-1 Emergency Service does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 Emergency Service. The term also includes any enhanced 9-1-1 service so designated by the Federal Communications Commission in its Report and Order in WC Docket Nos. 04-36 and 05-196, or any successor proceeding.
- 1.2.21      E9-1-1 Tandem or E9-1-1 Selective Routing Tandem  
The switch that provides the routing and switching of 9-1-1 Calls. The E9-1-1 Tandem controls delivery of the Call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.
- 1.2.22      E9-1-1 Trunks  
The facilities that connect from the central office serving the individual telephone that originates a 9-1-1 Call to the E9-1-1 tandem.
- 1.2.23      Emergency Call Routing Function (ECRF)

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A functional element in an NGCS (Next Generation 9-1-1 Core Services) which is a LoST protocol server where location information (either civic address or geo-coordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency call toward the appropriate PSAP for the caller's location or towards a responder agency.

1.2.24 Emergency Service Number (ESN)

An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 Call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

1.2.25 Emergency Services IP Network (ESInet)

A managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG9-1-1 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based inter-network (network of networks). The term ESInet designates the network, not the services that ride on the network. See NG9-1-1 Core Services.

1.2.26 Emergency Services Routing Proxy (ESRP)

An i3 functional element which is a SIP proxy server that selects the next hop routing within the ESInet based on location and policy. There is an ESRP on the edge of the ESInet. There is usually an ESRP at the entrance to an NG9-1-1 PSAP. There may be one or more intermediate ESRPs between them.

1.2.27 Enhanced 9-1-1 (E9-1-1)

An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

1.2.28 Facilities

Central office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

1.2.29 Geographic Information System (GIS)

A system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

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- 1.2.30      Geospatial Routing  
The use of ECRF (Emergency Call Routing Function) and GIS (Graphical Information System) data to route an emergency call to the appropriate PSAP or emergency service provider based on the civic location or geographic coordinates provided with the call.
- 1.2.31      Governing Body  
A board of county commissioners of a county or the city council or other governing body of a city, city and county, or town or state or the board of directors of a special district that oversees the PSAP(s) within the Governing Body's jurisdiction.
- 1.2.32      i3  
NENA i3 defines the concept of an Emergency Services IP network (ESInet), which is designed as an IP-based inter-network (network of networks) shared by all agencies which may be involved in any emergency.
- 1.2.33      i3 Logging  
An event and media logger. The Logging Service accepts log event records and media streams in a standardized form, stores them, and provides a standardized retrieval function for these records.
- 1.2.34      Individual Case Basis (ICB)  
A service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case. The Company may or may not have an equivalent service in the Service Guide for which there is a rate, and the quoted ICB rates may be different than the Service Guide rates. ICB must be provided under contract to a customer and the contract filed (under seal) with the Commission, if required. All customers have nondiscriminatory access to requesting the service under an ICB rate. Recurring and non-recurring charges for all services provided pursuant to this Service Guide 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.
- 1.2.35      Inside Wire  
Wiring located on the building owner's Customer's side of the demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wiring is the responsibility of the Customer or premises owner.
- 1.2.36      Joint User  
A person, firm or corporation designated by the Customer as a user of service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.



- 1.2.37      Legacy Network Gateway (LNG)  
An NG9-1-1 Functional Element that provides an interface between a non-IP originating network and a Next Generation Core Services (NGCS) enabled network.
- 1.2.38      Legacy PSAP Gateway (LPG)  
A signaling and media interconnection point between an ESInet and a legacy PSAP. It plays a role in the delivery of emergency calls that traverse an i3 ESInet to get to a legacy PSAP, as well as in the transfer and alternate routing of emergency calls between legacy PSAPs and NG9-1-1 PSAPs. The Legacy PSAP Gateway supports an IP (i.e., SIP) interface towards the ESInet on one side, and a traditional MF or Enhanced MF interface (comparable to the interface between a traditional Selective Router and a legacy PSAP) on the other.
- 1.2.39      Legacy Selective Router Gateway (LSRG)  
Provides an interface between a 9-1-1 Selective Router and an ESInet, enabling calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 9-1-1 to NG9-1-1.
- 1.2.40      Local Access and Transport Area (LATA)  
A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.
- 1.2.41      Local Exchange Carrier  
Any person authorized by the Commission to offer local exchange telecommunications services whether as a facility-based carrier or reseller.
- 1.2.42      Local Exchange Service  
The furnishing of telecommunications services by a Local Exchange Carrier to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling.
- 1.2.43      Location Database (LDB)  
A server that retains all of the current information, functionality, and interfaces of today's ALI and can utilize the new protocols required in an NG9-1-1 deployment.
- 1.2.44      Location Validation Function (LVF)  
A functional element in an NGCS that is a LoST protocol server where civic location information is validated against the authoritative GIS database information. A civic address is considered valid if it can be located within the database uniquely, is suitable to provide an accurate route for an emergency Call and adequate and specific enough to direct responders to the right location.

- 1.2.45      LoST (Location-to-Service Translation) Protocol  
A protocol that takes location information and a Service URN and returns a URI. Used generally for location-based call routing. In NG9-1-1, used as the protocol for the ECRF and LVF.
- 1.2.46      Maintenance of Service  
Maintenance of Service denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Customer Premises Visit Charges will apply.
- 1.2.47      Master Street Address Guide (MSAG)  
A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 Calls.
- 1.2.48      Meet Point (MP)  
A meet point is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- 1.2.49      Minimum Point of Entry (MPOE)  
The closest practicable point to where facilities of the Company cross a property line or enter a building.
- 1.2.50      National Emergency Number Association (NENA)  
A not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.
- 1.2.51      Network Control Signaling  
Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (Call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.
- 1.2.52      NG9-1-1 Core Services (NGCS)

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The base set of services needed to process a 9-1-1 Call using the standards and interfaces of i3. These services are enabled by the NGCS Functional Elements ESRP, ECRF, LVF, BCF, Bridge, Policy Store, Logging Services and typical IP services such as DNS and DHCP. The term NG9-1-1 Core Services includes the services and not the network on which they operate. See Emergency Services IP Network.

- 1.2.53 NGCS Functional Elements  
Any of the components of the NENA i3 specification that provide defined functions in delivering geospatial routing of 9-1-1 Calls. These include but are not limited to ESRP, ECRF, LVF, BCF, SI, Policy Store, and i3 Logging Services.
- 1.2.54 NG9-1-1 Emergency Services  
NG9-1-1 Emergency Services means a secure, IP-based, open-standards system comprised of hardware, software, data, NGCS Functional Elements, and operational policies and procedures.
- 1.2.55 Non-listed service  
Telephone numbers that are not published in the telephone directory but are available through directory assistance.
- 1.2.56 Non-published service  
Telephone numbers that are neither published in the telephone directory nor available through directory assistance.
- 1.2.57 Nonrecurring Charge (NRC)  
The initial charge, usually assessed on a one-time basis, to initiate and establish service.
- 1.2.58 Originating Carrier / Originating Service Provider (OSP)  
An entity that provides telecommunications services to an end user placing a Call.
- 1.2.59 Person  
Any individual, firm, partnership, co-partnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.
- 1.2.60 Physical Demarcation

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A mutually-defined boundary dividing one area of responsibility for managing tangible assets, such as computers, routing hardware, or transmission lines from another.

- 1.2.61 Point of Interconnection or Point of Interface (POI)  
A Physical Demarcation between an originating carrier network and an NG9-1-1 network.
- 1.2.62 Policy Routing Function (PRF)  
That functional component of an Emergency Services Routing Proxy that determines the next hop in the SIP signaling path using a policy.
- 1.2.63 Premises  
All the space in the same building that a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the building.
- 1.2.64 Pseudo Automatic Number Identification (pANI)  
A number consisting of the same number of digits as ANI, and used to query routing and ALI databases. It may identify a wireless cell, cell sector or PSAP to which the call should be routed.
- 1.2.65 Public Agency  
See "Governing Body"
- 1.2.66 Public Safety Answering Point (PSAP)  
A facility equipped and staffed to receive 9-1-1 Calls from the 9-1-1 Service Provider. PSAPs operate under the direction of the Governing Body and are responsible to direct the disposition of 9-1-1 Calls.
- 1.2.67 Recurring Charges  
The charges to the Customer for services, facilities and equipment, that continue to be assessed, usually on a monthly basis, for the agreed upon duration of the service.
- 1.2.68 Selective Routing  
The process by which 9-1-1 Calls are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, Call type, etc. Location may be provided in the form of an MSAG-valid civic address. Location may be conveyed to the system that performs the selective routing function in the form of ANI or pseudo-ANI associated with a pre-loaded ALI

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database record (in Legacy 9-1-1 systems) or in real time in the form of a Presence Information Data Format – Location Object (PIDF-LO) (in NG9-1-1 Service) or whatever forms are developed as 9-1-1 continues to evolve. Selective Routing is performed through the use of, among other things, "Selective Router Trunks". Selective Router Trunks that carry traffic between entities that provide Selective Routing are "inter-Selective Router Trunks" or "inter-SR Trunks".

- 1.2.69      Selective Routing Tandem  
See "E9-1-1 Tandem"
- 1.2.70      Service Interruption  
The inability to complete Calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.
- 1.2.71      Service Order Form (SOF) or Customer Agreement  
The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a SOF or Customer Agreement by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Service Guide.
- 1.2.72      Session Initiation Protocol (SIP)  
A protocol (RFC3261) defined by the Internet Engineering Task Force (IETF) that defines a method for establishing multimedia sessions over the Internet. Used as the Call signaling protocol in VoIP, i2 and i3.
- 1.2.73      Spatial Interface  
Spatial Interface is the interface between the GIS provided information and the functional elements that consume GIS data, such as the ECRF and/or LVF.
- 1.2.74      TDD/Text Phone  
A telecommunications device for use by deaf persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.
- 1.2.75      Telecommunications Device for the Deaf (TDD)/Text Phone Emergency  
Access Provides 9-1-1 access to individuals that use TDDs and computer modems.
- 1.2.76      Telecommunications Relay Services (TRS)

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These services provide the ability for hearing- or speech-impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

- 1.2.77      Telecommunications Service Priority (TSP)  
An FCC program that directs telecommunications service providers (e.g., wireline and wireless phone companies) to give preferential treatment to users enrolled in the program when they need to add new lines or have their lines restored following a disruption of service, regardless of the cause. The FCC sets the rules and policies for the TSP program and the U.S. Department of Homeland Security manages the TSP program.
- 1.2.78      Telematics  
Personal safety devices utilizing a combination of electronic sensors, wireless communications technologies, and/or location determination technologies to signal or notify Telematics service providers when assistance is required. While Telematics devices are used for non-emergency purposes such as roadside assist or concierge services, navigation assistance, and vehicle tracking, the services described herein are specifically designed to facilitate the delivery of emergency Telematics Calls to the appropriate responding agencies, where facilities permit.
- 1.2.79      Time Division Multiplexing (TDM)  
A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.
- 1.2.80      Vesta  
Vesta means Vesta Solutions, Inc., Vesta Solutions of New Jersey, Inc., or Vesta Solutions of Virginia, Inc., the filer of this Service Guide.
- 1.2.81      Wire Center  
The building that houses the local switching equipment (Central Offices) from which exchange and private line services are furnished and where cable facilities are terminated.
- 1.2.82      Wire Center Serving Area  
The area of the exchange served by a single wire center.

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## **2. RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

Company offers 9-1-1 emergency services to government and quasi-government Public Safety Answering Points (PSAPs) and may also provide wholesale or carrier-to-carrier Next Generation 9-1-1 services, including bundles of data, voice and/or wireless services in support of Next Generation 9-1-1 service. This Service Guide governs the offering of connectivity to Company's platform for termination of 9-1-1 calls to applicable PSAPs.

### **2.2 Obligations of the Customer**

2.2.1 The customer shall be responsible for:

2.2.1.1 Making proper application for service; placing any necessary orders, obtaining necessary network access to the Company-delineated POIs, entering and into an SOF or Customer Agreement with the Company; complying with the SOF or Customer Agreement and this Service Guide) regulations; payment of all applicable charges for services pursuant to this Service Guide; and not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

2.2.1.2 In the case of damage to, or destruction of, any of the Company's equipment, instruments, apparatus, accessories or wiring due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment, instruments, apparatus, accessories or wiring to its original condition, or of replacing the equipment, instruments, apparatus, accessories or wiring destroyed. The Customer is required to reimburse the Company for loss, through theft, of equipment, instruments, apparatus, accessories or wiring furnished to the Customer.

2.2.1.3 The Customer shall ensure that its equipment is properly interfaced with Company facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Service Guide and any service agreement between the Customer and the Company and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use

of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service.

2.2.2 To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this Service Guide, any other Service Guide of the Company, or with the SOF or Customer Agreement, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

2.2.3 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.2.4 The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Service Guide or the SOF or Customer Agreement including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or Joint or Authorized Users contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Service Guide is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

### **2.3 Liability of the Company**

2.3.1 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 AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.



Failure by the Company to assert its rights pursuant to one provision of this Service Guide does not preclude the Company from asserting its rights under other provisions.

In view of the fact that the Customer has exclusive control of its communications over the facilities furnished it by the Company, and of the other uses for which facilities may be furnished it by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense due to the following:

Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company.

Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, acts of terrorism, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof

Any unlawful or unauthorized use of Company facilities and services.

Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company- provided facilities or services; or by means of the combination of Company-provided facilities or services.

Breaches in the privacy or security of communications transmitted over Company facilities.

Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in section 2.3.1.1.1.

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Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities.

Any non-completion of Calls due to network busy conditions.

Any Calls not actually attempted to be completed during any period that service is unavailable.

Any other claims resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

### 2.3.1.1 Limitations

2.3.1.1.1 Except as otherwise provided herein, no liability for direct, incidental punitive or consequential damages shall attach to the Company, its officers, directors, agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service(s) or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or users of the service or facilities) in the absence of gross negligence or willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2.3.1.1.2 The remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: At the Company's option, the Company shall either repair or replace any item of its facilities or defective part thereof at Company's expense.

2.3.1.1.3 Liability for Content: A Party shall not be responsible for the content of any information transmitted, accessed, or received by the other Party or its end users through the provision of the Services.

### 2.3.2 Service Irregularities

2.3.2.1 The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of which is present at a telephone or communications device.

- 2.3.2.2      **Connections with Other Telecommunications Providers**  
When the Company uses the facilities or services of other companies to establish connections or provide services to Customer, the Company shall not be liable for any act or omission of the other company or companies, their agents, or employees, that limit the ability of Company to provide services to Customer as described in the SOF or Customer Agreement and this Service Guide.
- 2.3.3      **Maintenance and Repair**
- 2.3.3.1      All ordinary expense of maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.
- 2.3.3.2      At the Customer's request, non-service affecting maintenance and repair may be performed outside the Company's regular business hours or, in the Company's sole discretion and subject to any conditions it may impose, in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- 2.3.3.3      Nonrecurring charges do not apply to repair service.
- 2.3.4      **Database Setup and Database Errors or Omissions**
- 2.3.4.1      **Provision of ALI Information to Company**
- 2.3.4.1.1      The Company will provide Customer a copy of the 911 Governing Authority's most current MSAG to be used for the processing and presentation of Customer's ALI and other information to the Company for inclusion in the E9-1-1 Network databases. Company will make available daily MSAG updates for retrieval by Customer using Company's established process for MSAG updates. It is the responsibility of Customer to appropriately integrate updates after receipt of a copy of the MSAG as described in 3.2. Customer will provide to Company an initial load of all affected End User records for Customer's End Users located within the Company E9-1-1 Network serving area in an appropriate NENA standard format and in accordance with Company's established methods and procedures, prior to interconnecting with Company's E9-1-1 Network, if such records are not already included in the Company's current 911 database. Once the initial records file has been transmitted to Company for inclusion in the E9-1-1 Network database(s), Customer must invoke

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daily update processes to submit any additions, deletions or changes using secure file transfer mechanism provided by Company which facilitates the exchange of street addressing information between the service providers and the 911-database provider.

- 2.3.4.1.2 Company will not assess a charge to Customer for file loading and processing services, and Customer will provide its End User data and corrections to Company systems at no charge to Company.
- 2.3.4.1.3 Customer-submitted records failing to match the Master Street Address Guide (MSAG) due to any such record containing an address that is not MSAG valid or that cannot be corrected by the 911 Governing Authority through the issuance of a MSAG update will be placed into a file in accordance with NENA guidelines and shall be retrieved daily by Customer, and Customer will correct such errors and resubmit the corrected records. Customer-submitted records failing to process for reasons other than as a result of an MSAG validation error (e.g., record format errors, improper file headers, etc.) will be electronically returned to Customer in accordance with NENA guidelines, and Customer will retrieve, correct and resubmit the corrected records for processing. Customer-submitted records failing E9-1-1 processing due to Local Number Portability (“LNP”) (lock/unlock/migrate) conflicts will be returned to Customer in accordance with NENA guidelines for Customer resolution with the appropriate donor/ recipient TSP and returned to Company upon resolution of the LNP conflict.
- 2.3.4.1.4 Upon receiving a written request from Company, not to exceed one (1) time annually, Customer will provide to Company, subject to the provisions of Section 19, an electronic file containing all active End User records for comparison to the Customer information stored in the E9-1-1 Network system for data integrity validation purposes.
- 2.3.4.1.5 Customer will provide a database administration contact to Company for use in facilitating E9-1-1 processing and error resolution.
- 2.3.4.1.6 Customer agrees to indemnify and hold harmless the Company, its respective officers, agents, employees, contractors, subcontractors, suppliers, invitees, and representatives, from and against any and all third party claims, loss, demands, damages, liability, lawsuits or other actions, including without limitation claims by Customer’s customers, costs and expenses (including reasonable attorneys’ fees and expenses), for bodily injury (including death) or damage to real or personal property (collectively “Claim”), relating in any way to the information provided by Customer to the Company for inclusion in the ALI Database. The Company shall tender

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the defense of any such Claim to Customer in writing. If Customer acknowledges in writing its obligations under this Section, it will have the right to conduct the defense of such Claim and all negotiations for settlement or compromise with counsel reasonably acceptable to the Company at Customer's sole expense. However, the Company, at its own expense, may participate in the defense of any such Claim through counsel of its choosing.

2.3.4.2 Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages for damages or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

## **2.4 Application for Service**

2.4.1 Applications for establishment of service must be made to the Company in writing by completing a SOF. These applications become contracts upon approval by the Company and the Customer or the establishment of service, and shall be subject at all times to the lawful regulations of the Company.

2.4.1.1 Requests from Customers for additional service or equipment must be made in writing and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate Service Guide rates, charges and initial contract period, if any.

2.4.1.2 Any changes in this Service Guide will act as a modification of all contracts to that extent without further notice.

### **2.4.2 Initial Contract Period**

2.4.2.1 Service is provided on month-to-month or on a term agreement basis. The Initial Contract Period is one (1) year unless otherwise specified in this Service Guide or mutually agreed upon by contract.

2.4.2.2 Except as otherwise stated in this Service Guide or an SOF or Customer Agreement, at the expiration of the initial term specified in each or in any extension thereof, service shall be renewed automatically for a one (1)

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year term upon written notification to the Customer 60 days prior to the expiration of the initial term, unless the Customer provides notice of intent not to renew such agreement at least 60 days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligations to pay any charges incurred under the SOF or Customer Agreement and this Service Guide prior to termination. The rights and obligations that by their nature extend beyond the termination of the term shall survive such termination.

## **2.5 Customer Complaints**

2.5.1 Customers may notify the Company of disputes either orally or in writing. There is no time limit for submitting disputes.

## **2.6 Special Services**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this Service Guide, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

### **2.6.1 General**

2.6.1.1 The terms in the Service Guide of the Company contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Company's applicable Service Guide, monthly rates and one-time charges, such as nonrecurring and construction charges, will apply based on the circumstances in each case.

2.6.1.2 These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.

2.6.1.3 The rates and charges specified contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's

convenience or because the time allowed is insufficient to permit completion during regular hours or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred.

- 2.6.1.4 The rates and charges quoted in the Service Guide of the Company contemplate the use of standard procedures and practices for furnishing service, equipment and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals through the use of overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

## **2.7 Termination of Service**

- 2.7.1 Customers may request cancellation of service in writing, unless specified differently within a term agreement.

- 2.7.1.1 To the extent that there is no other requirement for use by the Company for facilities specially constructed at the request of the Customer, termination charges, in addition to those described in any applicable agreement may apply as determined on an Individual Case Basis.

## **2.8 Provision and Use of Service and Facilities**

- 2.8.1 Customer service will be furnished to Customers for:

- The Customer;
- The Customer's employees and representatives;
- Customers who share the Company's service;
- Joint users of the Company provided services.

- 2.8.2 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the Company's services.

- 2.8.3 The Company's services are available for use twenty-four (24) hours per day.

### **2.8.4 Unlawful Use of Service**

- 2.8.4.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company

shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:

- 2.8.4.2 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.8.4.3 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.8.4.4 If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the Customer, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.
- 2.8.5 Obligation to Furnish Service
- 2.8.5.1 The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain with just and reasonable earnings, suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.
- 2.8.5.2 When connections are requested and facilities to provide the required connections at the CO normally designated to serve the premises of the Customer are inadequate, facilities may be furnished from another CO to provide the requested interconnection. Under such circumstances additional monthly rates and installation charges will apply.
- 2.8.6 Limited Communication
- The Company reserves the right to limit use of its services when emergency conditions arise that cause a shortage of facilities.
- 2.8.7 The Company shall maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or



otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.8.8 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.8.9 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than for which it was provided.

## **2.9 Denial of Service**

### **2.9.1 Denial of Service Without Notice:**

The company may discontinue service without notice for any of the following reasons:

2.9.1.1 **Hazardous Conditions.** The Company may terminate service for a condition on the Customer's premises determined by the Company to be hazardous.

#### **2.9.1.2 Abuse.**

Use of service that interferes with another Customer's service or that is used for any purpose other than its express intended purpose, or if a Customer or user causes or permits any signals or voltages to be transmitted over The Company's network in such a manner as to cause a hazard or to interfere with services to other Company Customers.

2.9.1.3 **Tampering with Company property.** Customer's tampering with equipment furnished and owned by the Company.

2.9.1.4 **Unlawful Use of Service.** The service is furnished subject to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its jurisdiction, advising that such service is being used or will be used in violation of law, service will be discontinued.

### **2.9.2 Denial of Service, With Notice:**

The Company may discontinue service for any of the following reasons provided it has notified the Customer of its intent, in writing, to deny service and has allowed the Customer a reasonable time of not less than 10 days in which to remove the cause for denial.

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2.9.2.1 Failure on Contractual Obligations. For failure of the Customer to fulfill its contractual obligations for service or facilities subject to regulation by the Commission.

2.9.2.2 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment.

### **3. NG9-1-1 SYSTEM - PROVIDER SERVICE**

#### **3.1 General**

3.1.1 NG9-1-1 System - Provider Service is an offering that enables OSP/Customer to interconnect to Company's network at Company Points of Interconnection (POIs) for the delivery of OSP end user 9-1-1 Calls to the appropriate PSAP.

3.1.2 The terms, conditions and rates for NG9-1-1 System - Provider Service described in this Service Guide are applicable to OSP/Customer in the absence of an executed and validly effective interconnection agreement for similar services entered into by OSP/Customer and Company that is in effect prior to the effective date of this Service Guide, or until such time as there is an executed and validly effective interconnection agreement between the Parties.

3.1.3 This Service Guide sets forth the terms and conditions by which OSP/Customer(s) are to deliver 9-1-1 traffic originating on their networks to PSAPs that have purchased Vesta NG9-1-1 Services. Pursuant to the Company's agreement with the NG9-1-1 Customer, Vesta will provide to OSPs interfaces at the applicable Points of Interconnection ("Vesta POIs") and/or Meet Points (MP) designated by Vesta through which OSPs can route and deliver their 9- 1-1 traffic to the NG9-1-1 Customer and their affiliated PSAPs (the "Service"). Vesta and OSPs shall be referred to individually as a "Party" and collectively as the "Parties".

3.1.4 Where there is a conflict between this Service Guide and a validly executed and effective interconnection agreement between OSP/Customer and Company, the rates terms and conditions of such interconnection agreement shall control.

3.1.5 OSP/Customer and Company will comply with all applicable federal, state and local E9-1-1 service performance rules, including required grade of service.

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## 3.2 Service Areas

3.2.1 NG9-1-1 System Provider Services are provided subject to availability of facilities and equipment throughout the authorized areas within the areas that Customer offers services to PSAPs within a given state.

## 3.3 NG9-1-1 Service

3.3.1 This Service Guide also sets forth the terms and conditions under which other 9-1-1 Service Providers establish facilities and inter-Selective Router Trunks to exchange 9-1-1 traffic with Company. The need for such 9-1-1 traffic exchange occurs:

- when other 9-1-1 Service Provider(s) and Company both serve PSAPs within a split wire center;
- during the transition period when a PSAP is migrating from its legacy 9-1-1 Service Provider to Company NG9-1-1 Service; and/or
- where a PSAP is served by more than one 9-1-1 Service Provider, one of which is Company.

3.3.2 Each of these scenarios may require inter-Selective Router Trunks between the 9-1-1 Service Provider and Vesta NG9-1-1 Service to accommodate 9-1-1 traffic routing and transfers of misrouted 9-1-1 calls.

3.3.3 The terms of this Service Guide shall apply only in those areas in which a NG9-1-1 Customer has purchased Vesta NG9-1-1 Services and only in those areas served by PSAPs affiliated with the NG9-1-1 Customer.

3.3.4 Vesta Responsibilities when establishing Points of Interconnection and Meet Points between OSPs and Vesta NG9-1-1 Service. The Vesta POIs established as part of the Service are subject to change at any time. In providing Vesta NG9-1-1 Services to an OSP, Vesta shall have the following responsibilities:

3.3.4.1 Call Routing. Vesta will route the OSP's 9-1-1 traffic from the Vesta POI and/or MPs to the primary PSAP or to the alternate locations designated by the NG9-1-1 Customer, according to routing criteria specified by the NG9-1-1 Customer. Vesta will forward the ANI/pANI that Vesta receives from the OSP during initial call delivery to the PSAP. If no ANI/pANI is forwarded by the OSP, Vesta will send a failure code in the Emergency Service Central Office (ESCO) format for display at the PSAP. Where Vesta is the PSAP ALI/Location Services provider, Vesta will deliver the associated 9-1-1 ALI to the PSAP for display in response to a query from the PSAP. If ANI is forwarded by the wireline or fixed VoIP OSP, but no

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ALI record is found in the E9-1-1 database, Vesta will report it as a "No Record Found" condition to the OSP.

3.3.4.2 Trunking Interface. Vesta will provide the OSP the required trunking interface (TDM) or IP interface (SIP) at the Vesta POI. Vesta will additionally provide the OSP the Carrier Facility Assignment (CFA) to leverage Vesta defined Meet Points.

3.3.4.3 9-1-1 Database. Where Vesta manages the 9-1-1 Database, then:

- Vesta shall allow OSPs access to the 9-1-1 Database to store the OSP's customers' 9-1-1 Records;
- Vesta shall also allow access to the Vesta 9-1-1 Database for the initial loading and updating of the OSP's customers' 9-1-1 Records; and
- Vesta shall accept electronically transmitted files that are based upon NENA 2.1 standards as specified by Vesta. Manual (i.e., facsimile) entry shall be utilized only in the event that the 9-1-1 Database is not functioning properly.

### **3.4 OSP Responsibilities in the Establishment of Connection to the Points of Interconnection and Meet Points with Vesta NG9-1-1 Services.**

3.4.1 When using the Service, the OSP shall have the following responsibilities:

3.4.1.1 Call Routing (for OSP's own switches). OSP will transport 9-1-1 calls to the designated Vesta POI or MP.

3.4.1.2 OSP will forward the ANI information of the party calling 9-1-1 along with the voice call to Vesta.

### **3.5 Facilities and Trunking (for OSP's own switches)**

3.5.1 OSP Facilities to the Vesta POI or MP

3.5.1.1 The OSP shall furnish Facilities from its switch or Point of Presence to the Vesta POI as a DS1 interface or IP Interface. The OSP may furnish its own Facilities or obtain them from a third party.

3.5.1.2 OSP shall be financially responsible for the transport facilities to each Vesta POI to deliver 9-1-1 calls for its customers.

3.5.1.3 OSP acknowledges that its customers may be served by different PSAPs.

- 3.5.1.4 OSP shall provide Vesta with written notice that OSP has made the routing changes to point their end office traffic to Vesta POI.
- 3.5.2 OSP TDM Trunking to Vesta LNG
- 3.5.2.1 OSP shall obtain a minimum of two (2) one-way outgoing ES Trunk(s) distributed to each Vesta LNG (minimum of 2) dedicated for originating 9-1-1 calls for each PSAP of an NG9-1-1 Customer. The Parties prefer to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking; however, if required by the OSP, the Parties may implement MF trunking. In the event that NG9-1-1 Customer for such county or geographic area has a specified varying default routing condition, the OSP is responsible for obtaining ES Trunk groups to each of the Vesta LNGs for each county, default PSAP or other geographic area that the OSP serves.
- 3.5.3 OSP IP Trunking to POI
- 3.5.3.1 OSP shall obtain a minimum of two (2) IP dedicated circuits distributed to each Vesta POI (minimum of 2) dedicated for originating 9-1-1 calls for each PSAP of an NG9-1-1 Customer. The Parties shall establish a trusted SIP trunk between each of respective Parties Session Border Controllers.
- 3.5.3.2 OSP shall conform its IP dedicated circuits and establish NNI with the Company consistent with the standards shown in Exhibit A to this Service Guide.
- 3.6 Engineering Standards, Maintenance and Trouble Tickets**
- 3.6.1 OSP shall engineer its ES Trunks and network to maintain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by applicable law.
- 3.6.2 OSP shall maintain Facility transport capacity sufficient to route 9-1-1 traffic over ES Trunks dedicated to 9-1-1 between the OSP switch and the Vesta POI. OSP shall order sufficient trunking to route its originating 9-1-1 calls to the designated Vesta POI or MP.
- 3.6.3 Diverse (i.e., separate) 9-1-1 Facilities are highly recommended and may be required by a state commission, FCC or NG9-1-1 Customer. If required by a state commission or the NG9-1-1 Customer, the OSP shall provision

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diverse Facilities. OSP is responsible for initiating ES Trunk and Facility orders for diverse routes for 9-1-1 Interface.

- 3.6.4 OSP shall monitor its ES Trunks for the purpose of determining originating network traffic volumes. If OSP's traffic study indicates that additional ES Trunks are needed to meet the current level of 9-1-1 call volumes, OSP shall provision additional ES Trunks for interface with Vesta POI or MP.
- 3.6.5 OSP is responsible for the isolation, coordination and restoration of all 9-1-1 Facility and 9-1-1 trunk maintenance issues up to the Vesta POI or MP. When notifying Vesta of a failure or outage, OSP acknowledges and agrees that it shall provide the 9-1-1 trunk identification. The Parties agree to work cooperatively and expeditiously to resolve any 9-1-1 outage.
- 3.6.6 OSP shall identify ES Trunks when opening a trouble ticket or addressing maintenance issues.
- 3.6.7 OSP shall comply with regulatory directives regarding 9-1-1 trunking requirements.

### **3.7 Database**

- 3.7.1 Once the interface between OSP and the Vesta 9-1-1 database has been established and tested, OSP or its representatives shall be responsible for providing OSP's customer's 9-1-1 Records to Vesta for inclusion into the 9-1-1 Database on a timely basis and maintaining said records as required.
- 3.7.2 OSP or its representative(s) is responsible for electronically providing OSP customer's 9-1-1 Records and updating this information.
- 3.7.3 OSP or its agent shall provide initial and ongoing updates of OSP customers' 9-1-1 Records in an electronic format. Initial and ongoing updates are expected to contain addresses that are valid in a Master Street Address Guide (MSAG).
- 3.7.4 OSP shall adopt use of a Company/NENA ID on all OSP customer 9-1-1 Records in accordance with NENA 2.1 standards. The Company ID is used to identify the carrier of record in facility configurations.
- 3.7.5 OSP is responsible for providing Vesta updates to the E9-1-1 database; in addition, OSP is responsible for correcting any errors that may occur during the entry of its data to the Vesta DBMS.

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**3.8 Joint responsibilities when OSP establishes connection to the Points of Interface with Vesta NG9-1-1 Service**

- 3.8.1 Both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E9-1-1 calls from OSP's network to the designated Vesta POI or MP.
- 3.8.2 Vesta, either acting on its own or through a designated third party, and OSP will cooperate to promptly test all 9-1-1 trunks and facilities between OSP's network and the Vesta POI or MP.
- 3.8.3 The Parties shall take all steps necessary to resolve any issues with the 9-1-1 network, including, but not limited to, outages, as quickly as possible.

**3.9 Establishing Facilities and the exchange of traffic between other 9-1-1 Service Providers and Vesta**

- 3.9.1 Geographic Applicability and General Conditions
- 3.9.1.1 This section 3.9 sets forth the terms and conditions under which other 9-1-1 Service Providers and Vesta will establish facilities and exchange 9-1-1 traffic under the conditions set forth in paragraph 6.1. For purposes of this section, other 9-1-1 Service Provider(s) and Vesta shall be referred to collectively as the Parties and singularly as a Party.
- 3.9.1.2 The Parties acknowledge and agree that they can only provide E9-1-1 and NG9-1-1 Service in territories where they are the designated 9-1-1 Emergency Services call routing provider, and only in E9-1-1 and NG9-1-1 Service configurations purchased by the PSAP customer and its Affiliates. The Parties agree that access to each other's SR equipment and DBMS is provided on an "as is" basis.
- 3.9.1.3 Nothing in this Section 3.9 shall obligate either Party to aggregate other carriers' traffic.
- 3.9.2 Inter-SR Trunks and Facilities and Routing for Call Transfers
- 3.9.2.1 The Parties will deploy and maintain one-way inter-SR Trunks from their selective router or POI to the other Party's Selective Router or POI for the routing and transfer of calls to and from PSAPs handled by the other Party's E91-1 system.
- 3.9.2.2 If the Parties so agree, each Party may charge the other Party for the inter-SR Trunks at the applicable interconnection rate. Otherwise each

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- Party will be responsible to procure their own one way inter-SR trunks to the other Parties managed PSAP network accordingly.
- 3.9.2.3 Each Party has the option of providing its own facilities for the inter-SR Trunks or obtaining the facilities from a third Party. Where the OSP has facilities, 9-1-1 Service Provider can also obtain its facilities from the OSP by ordering them directly as rated and specified via any applicable Interconnection agreement, applicable special access tariff, guidebook and/or price list.
- 3.9.2.4 Each Party will design its inter-SR Trunk groups to support the existing E9-1-1 generic of the Legacy E9-1-1 Selective Router tandem.
- 3.9.2.5 Each Party will establish and maintain a sufficient number of inter-SR Trunks to support simultaneous inter-SR PSAP call transfers such that a P.01 grade of service is attained.
- 3.9.2.6 Each Party will cooperate to provide the appropriate number of one-way outgoing 9-1-1 inter-SR Trunks over diversely routed facilities, where available, between selective routers or POI/MPs, as appropriate, to enable transfer of 9-1-1 calls between PSAPs served by each of the Parties.
- 3.9.2.7 Each Party will maintain appropriate dial plans to support inter-SR wireless 9-1-1 call transfers. Each Party will alarm and monitor its respective originating 9-1-1 inter-SR Trunks and work cooperatively to restore service in accordance with federal, state and local 9-1-1 rules.
- 3.9.3 Transfer of Wireless 9-1-1 Calls from PSAPs Serviced by legacy providers
- 3.9.3.1 *Interoperability Arrangements.* To the extent the Parties implement inter-SR Trunks in support of call transfer with Phase 2 data (ALI) for wireless 9-1-1 calls, the Parties shall work cooperatively to have wireless carriers load pANI shell records into their respective ALI databases. The Parties shall update their respective ALI steering tables in their respective ALI Databases in order to support 9-1-1/E9-1-1 Service call transfers between each Party's respective PSAP with ALI for wireless 9-1-1 calls.
- 3.9.3.2 *ALI Database Responsibilities.* Where the Parties implement inter-selective router Trunks in support of PSAP-to-PSAP call transfer with ALI for wireless 9-1-1, each Party shall load pANI shell records and update ALI steering tables in their respective ALI databases to support PSAP-to-PSAP call transfer with ALI for wireless 9-1-1 calls.
- 3.9.3.3 Each Party shall be solely responsible for providing database records to the Primary Provider on a timely basis for inclusion in the Primary



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Provider's ALI database, and each Party agrees to provide the necessary network and ALI database support services that will enable the Primary Provider to fully integrate all end users into the E911 system.

### 3.9.4 Methods and Practices

3.9.4.1 With respect to all matters covered by this Service Guide, each Party will comply with all of the following (to the extent applicable to 9-1-1 and E9-1-1 Database access):

3.9.4.1.1 all FCC and applicable state commission rules and regulations;

3.9.4.1.2 any requirements imposed by any governmental authority other than a state commission;

3.9.4.1.3 the terms and conditions of state commission-ordered tariff(s) or price lists where applicable; and

3.9.4.1.4 when and where applicable, the principles expressed in the recommended standards published by NENA.

### 3.9.5 Modifications Required by NG9-1-1 Customer

3.9.5.1 The terms and conditions set forth in this Service Guide reflect Vesta's anticipated standard terms for the Service and are predicated on the following assumptions: The NG9-1-1 Customer agrees to the standard terms and conditions under which Vesta plans to offer Vesta NG9-1-1 Services, including the number and types of Vesta POIs and MPs to be used as interfaces with OSPs and call routing to PSAPs; and:

3.9.5.1.1 Vesta or an entity designated by the NG9-1-1 Customer will manage the NG9-1-1 Database as well as access to the database.

3.9.5.1.2 The Parties recognize that these assumptions can be modified by the NG9-1-1 Customer and the Parties will work to establish Points of Interface and call routing to PSAPs pursuant to the directions of the NG9-1-1 Customer; and accordingly, Vesta reserves the right to modify the Service as necessary. Such modified arrangements shall be set forth in a written agreement between the Parties.

## 3.10 Limitation of Liability

3.10.1 This Service Guide shall be construed so as to allow the Parties to take maximum advantage of any protections afforded to providers of NG9-1-1 Service and E9-1-1 Service, whether such protections shall be established

by statute (both federal and state), tariff or judicial decision. The Parties acknowledge and agree that any liability associated with the provision of such NG9-1-1 Service will be allocated between the Parties based on applicable federal and state statutory liability for providers of 9-1-1 service.