

Synergem Technologies, Inc.
371 Windrush Lane
Mount Airy, NC 27030
U-7334-C

Schedule Cal. P.U.C. No. 1-T
First Revised Title Sheet
Cancelling Original Title Sheet

COMPETITIVE LOCAL CARRIER

Tariff Schedule Applicable to
**COMPETITIVE LOCAL EXCHANGE AND
911 CALL TRANSPORT SERVICES**
of
Synergem Technologies, Inc.

U-7334-C

Applying to Provide Competitive Local Exchange and 911 Call Transport Services
Between Points in the State of California and Containing Rates, Rules and Regulations
Governing Service.

Advice Letter No. 5A
Decision No. D.18-03-005
Resolution No.

Issued by:
Sandra W. Hallman
CFO

Issued: June 7, 2019
Effective: June 8, 2019

COMPETITIVE LOCAL CARRIER

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
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2	Second	29.1	Original	57	First
3	First	30	First	58	First
4	First	30.1	Original	59	First
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9	Second	34	Second	64	First
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11	Third *	36	Second	66	Second
12	Second	37	Second	67	Second
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28	First	54	Second		

* - indicates those pages included with this filing

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CHECK SHEET

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84	First	113	Original		
85	First	114	Original		
86	First	115	Original		
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89	First	118	First *		
90	First	119	Original		
91	First	120	Original		
92	Second *	121	Original *		
93	First	122	Original *		
94	Second *	123	Original *		
95	Second *	124	Original *		
96	Second *	125	Original *		
97	First	126	Original *		
98	Second *	127	Original *		
99	Second *	128	Original *		
100	Original	129	Original *		
101	First *	130	Original *		
102	Original				
103	Original				
104	First *				
105	Original				
106	Original				
107	Original				
108	Original				
109	Original				
110	Original				
111	Original				

* - indicates those pages included with this filing.

COMPETITIVE LOCAL CARRIER

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the CPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.(A).
 - 2.(A).1
 - 2.(A).1.(a).
 - 2.(A).1.(a).1.
 - 2.(A).1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the CPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the CPUC.

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COMPETITIVE LOCAL CARRIER

PRELIMINARY STATEMENT

This tariff sets forth the rates and rules of Synergem Technologies, Inc. applicable to its provision of local exchange and emergency services to customers within the State of California.

The Company has been authorized by the California Public Utilities Commission (CPUC) to provide local exchange and emergency services.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC and its provision of local exchange and emergency services throughout the State of California.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by Synergem Technologies, Inc. within the State of California. Service is offered to business customers, public agencies, local exchange carriers, wireless service providers, and telematics service providers.

This tariff applies only for the use of the Company's services for local exchange and emergency communication services between points within the State of California.

This tariff provides technical details for each element of the service that can be purchased, along with pricing. The service order process will become the definitive contractual obligation for what services are to be provisioned. The Company will work closely with the California Office of Emergency Service (CalOES) and other stakeholders to fulfill the order obligation using comprehensive cutover and acceptance plans at every level to ensure the services are as defined in the tariff. The Company will have reporting and analytics once the service is implemented to ensure that the services maintain compliance with the order, which includes verification of available capacity, performance metrics, etc.

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AVAILABILITY OF THE COMPANY'S TARIFF

Complete copies of Company advice letters and current tariff are maintained at the Company's business offices located at:

Synergem Technologies, Inc.
371 Windrush Lane
Mount Airy, NC 27030

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The tariff is available for public inspection at the California Public Utilities Commission.

The tariff is also available for public inspection on the company website: www.synergemtech.com

The Company's toll free customer service number is: 866-859-0911.

COMPETITIVE LOCAL CARRIER

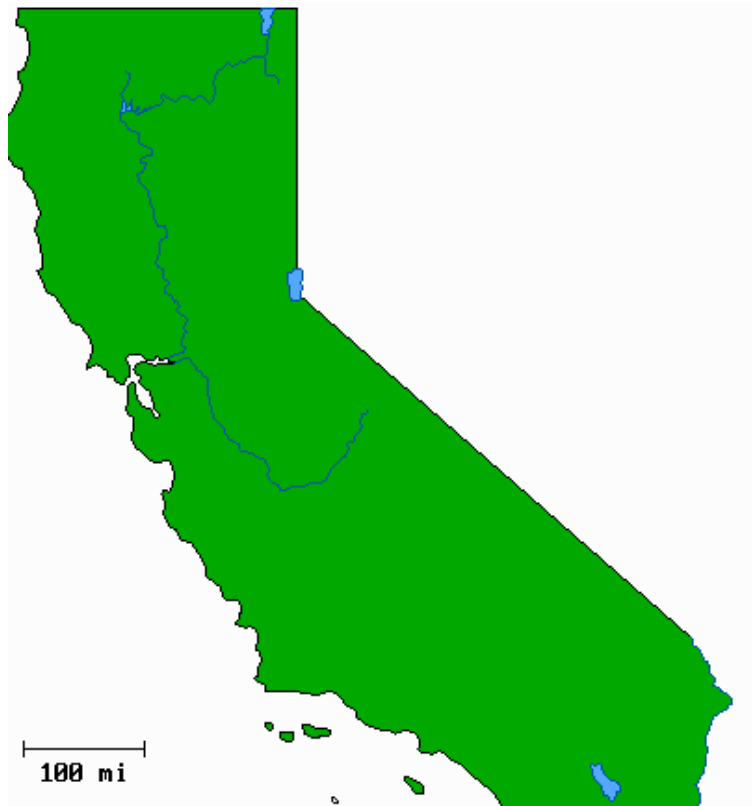
EXPLANATION OF SYMBOLS

- (C)** - To signify changed listing, rule, or condition which may affect rates or charges.
- (D)** - To signify discontinued material, including listing, rate, rule or condition.
- (I)** - To signify increase.
- (L)** - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- (N)** - To signify new material including listing, rate, rule or condition.
- (P)** - To signify material subject to change under a pending application or advice letter; Whenever the “P” designation is no longer valid, the utility shall remove the “P” designation by filing a substitute sheet.
- (R)** - To signify reduction
- (T)** - To signify a change in wording of text but not change in rate, rule or condition.

COMPETITIVE LOCAL CARRIER

SERVICE AREA MAP

The Company has been authorized by the CPUC to provide local exchange and emergency services to customers within the State of California identified on the following map.



COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Service Charges

1. Service Order and Change Charges

A. General

Non-recurring charges apply to processing Service Orders for new service, for changes to service, for additions to service, and for premises visits. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this price list.

Primary Service Connection Charge: Applies to requests for initial connection or establishment of service with the Company.

Move Charge: Applies to moves, changes, or additions of connections of service.

Record Charge: Applies to administrative and other types of changes to customer records done at the request of the customer.

B. Rates

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COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONTINUED)

Schedule 1: Service Charges, (Continued)

1. Service Order and Change Charges, (Continued)

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2. Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

(D)

3. Miscellaneous Charges

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NG9-1-1 Training Charge – Applies for time spent training Customer on operational issues.

NG9-1-1 Training, per hour \$150.00

New Technology Integration Charge – Applies for time spent integrating PSAPs into a NG9-1-1 environment.

New Technology Integration, per hour \$150.00

Continued

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONTINUED)

Schedule 2: NG9-1-1 Emergency Service

Schedule 2 spells out rates that will be charged in conjunction with NG9-1-1 connection and routing services pursuant to the State's requirements. Any NG9-1-1 services under this tariff will be ordered directly by the Customer and only the Customer will be invoiced.

1. NG9-1-1 ESInet – SynergemNET™

A. Network Interconnection – Synergem i3-Interconnect™

	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>	
NG9-1-1 Circuit Install and Test, per connection		\$150	
NG9-1-1 Circuit – Alternate Technology For Diversity, per connection	\$100		
NG9-1-1 Circuit – 1 Mbps, per connection	\$500		
NG9-1-1 Circuit – 10 Mbps, per connection	\$800		
NG9-1-1 Circuit – 100 Mbps, per connection	\$2,400		
NG9-1-1 Circuit – 1000 Mbps, per connection	\$4,500		
NG9-1-1 Trunk SDWAN Service, per Region	\$3,700	\$80,000	
NG9-1-1 Trunk Data Center Cross Connects, per connection	\$150	\$200	
Carrier Integration, per carrier in a Region	\$1,500	\$50,000	
Region Aggregation, per Region	\$40,000		
Point of Interconnection, each per Region	\$2,000	\$20,000	(C)

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONTINUED)

Schedule 2: Emergency Service, (Continued)

2. NG9-1-1 ESInet – SynergemNET™, (Continued)

B. Call Routing – Synergem i3-Route™

	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>	
NG9-1-1 Core Services - per NENA i3 Requirements and Standards, per Region	\$450,000		
LPG–Legacy PSAP Gateway, per PSAP	\$150		
Interoperability Connection to Prime (ESInet to ESInet), per Region	\$2,000		
Regional Integration at PSAP, per PSAP		\$8,000	
System Monitoring and Dashboard Interface, per Region	\$10,000		
Outage Reporting, per Region	\$5,000		
New Technology Region Integration, per Region		\$50,000	(C)
New Technology PSAP Integration, per PSAP		\$6,000	

Continued

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES, (CONTINUED)

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Schedule 2: Emergency Service, (Continued)

3. NG9-1-1 ESInet – SynergemNET™, (Continued)

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B. Call Routing – Synergem i3-Route™, (Continued)

	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>
GIS Regional Synchronization – Update GIS from Prime, per Region	\$9,000	
Call Data Record Management System/ 9-1-1 Traffic Logging, per PSAP	\$100	\$200
LVF Synchronization, per Region	\$4,000	

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1.0 - RATE SCHEDULES, (CONTINUED)

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1.0 - RATE SCHEDULES, (CONTINUED)

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1.0 - RATE SCHEDULES, (CONTINUED)

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1.0 - RATE SCHEDULES, (CONTINUED)

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1.0 - RATE SCHEDULES, (CONTINUED)

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1.0 - RATE SCHEDULES, (CONTINUED)

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1.0 - RATE SCHEDULES, (CONTINUED)

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1.0 – RATE SCHEDULES, (CONTINUED)

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1.0 - RATE SCHEDULES, (CONTINUED)

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COMPETITIVE LOCAL CARRIER

2.0 - RULES

No. 1 Definitions

3DES – A specific encryption algorithm used for encryption purposes in a Secure VPN. (N)

9-1-1 – A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

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.

Access Line – A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

Advance Payment – Payment of all or part of a charge required before the start of service.

Authorization Code – A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User – A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

Automatic Location Identification (ALI) – The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

Automatic Numbering Identification (ANI) – A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Border Control Function (BCF) – This provides a secure entry into the ESInet for 9-1-1 requests for assistance presented to the network. The BCF incorporates firewall, admission control, and may include anchoring of session and media as well as other security mechanisms to prevent deliberate or malicious attacks on {SAPs or other entities connected to the ESInet.

Border Gateway Protocol (BGP) – A protocol designed to exchange routing and reachability information among autonomous systems (AS).

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| (L)

(L) Material previously appearing on this sheet, now appears on Sheet 25.1.

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COMPETITIVE LOCAL CARRIER

2.0 – RULES, (CONTINUED)

No. 1 Definitions, (Continued)

Business or Commercial Customer – In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call – A completed connection established between a calling station and one or more called stations.

Call Detail Record (CDR) – is a data record produced by a Common Carrier or telecommunications equipment that documents the details of a telephone call or other telecommunications transaction (e.g., text message) that passes through that facility or device. The record contains various attributes of the call, such as time, duration, completion status, source number, and destination number.

Call Path Information – The payload of the voice information component of the actual voice call between network elements.

Centralized Automated Message Accounting (CAMA) – A type of in-band analog transmission protocol that transmits telephone number via multi-frequency encoding.

Circuit – A physical connection from Customer or Common Carrier’s equipment to Synergem’s network. Circuits can be IP-based or TDM-based.

Commission – California Public Utilities Commission.

Common Carrier – An authorized company or entity providing telecommunications services to the public

Company – Synergem Technologies, Inc., the issuer of this tariff.

Content – The information made available, displayed or transmitted over, by, or in conjunction with the Services (including the Equipment and Software), including information in voice, text, graphic or video formats and including all trademarks, service marks and domain names contained therein.

(L) Material now appearing on this sheet, previously appeared on Sheet 25.

(L1) Material now appearing on this sheet, previously appeared on Sheet 26.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 1 Definitions, (Continued)

Customer – The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff. (L1)

Customer Premises Equipment (CPE) – Communications or terminal equipment located in the customer's facilities – Terminal equipment at a PSAP. (L1)
(N)
(N)

Customer Premises – A location designated by the Customer for the purposes of connecting to the Company's services.

CPUC – The California Public Utilities Commission.

Customer Terminal Equipment – Terminal equipment provided by the Customer.

Data Base 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.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Designated 9-1-1 Service Provider – The entity authorized by a Public Agency to serve as the 9-1-1 Service Provider. (N)
(N)

Direct Inward Dial (DID) – A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

E9-1-1 (Enhanced 9-1-1) – 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.

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 tariff, 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.

E9-1-1 Selective Router Trunk – A trunk from an E9-1-1 Selective Routing Tandem capable of transmitting the ANI associated with the caller's local exchange line. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Routing Tandem and a PSAP, or between E9-1-1 Selective Routing Tandems; the latter configuration is also known as an inter-Selective Router Trunk.

(L1) Material previously appearing on this sheet, now appears on Sheet 25.1.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 1 Definitions, (Continued)

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.

E9-1-1 Trunks – The trunks that connect from the End Office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Routing Tandem.

Emergency Call Routing Function (ECRF) – A functional element in an ESInet that uses either civic address or geo-coordinates location information to route an emergency call toward the appropriate PSAP.

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).

Emergency Services Routing Proxy (ESRP) – Enables accurate E9-1-1 call routing regardless of the network access used by the caller. It is a new-generation selective router that bridges the gap between conventional PSTN networks and VoIP networks.

End Office – The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End User – A party purchasing services from or otherwise accessing Services through Customer. (N)

Equal Access – A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Equipment – Any equipment (including modems, routers, fiber optical multiplexers, and termination devices) supplied by Company as part of any Services. (N)
(N)

ESInet – An Emergency Services IP Network (ESInet) used for emergency services communications. An ESInet provides the IP transport infrastructure and functional processes necessary for providing Next Generation 9-1-1 network services.

Exchange Telephone Company or Telephone Company – Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Geographic Information System (GIS) – A system for capturing, storing, displaying, analyzing, and managing data and associated attributes which are spatially referenced. Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 1 Definitions, (Continued)

Governing Authority – The governing body of a state, county, city, city and county, town, of other governing body (e.g., the board of directors of a special district) that oversees the PSAP(s) within the Governing Authority’s jurisdiction.

HELD – HTTP-Enabled Location Delivery. (N)

Hunting – Routes a call to an idle station line in a prearranged group when the called station line is busy.

IETF – Internet Engineering Task Force. (N)

IKE – Internet Key Exchange. (N)

ILEC – Incumbent Local Exchange Company.

Individual Case Basis (ICB) – A service arrangement made where Customer specific requirements involve special facilities, equipment, construction, design and engineering, and/or power or other utility requirements, unusual site conditions, deviations from the Technical Specifications, unique Services or components of Service not specified in this Tariff, and other unique or special circumstances, all as determined by the Company. Rates and charges for ICBs will reflect the costs incurred by the Company and may include, but are not limited to, monthly rates, nonrecurring charges, or combinations thereof. (C)
(C)

Integrated Services Digital Network User Part (ISUP) – A message protocol to support call set up and release for interoffice voice call connections over SS7 Signaling.

Internet Protocol (IP) – A set of standards used for connectivity and routing in Internet and telecommunications applications. (C)
(C)

(L)

(L)

(L) Material previously appearing on this sheet, now appears on Sheet 28.1.

Continued

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 1 Definitions, (Continued)

IXC or Interexchange Carrier – A long distance telecommunications services provider. (L)

Internetwork Packet Exchange (IPX) – This is IP connectivity between the Company’s gateways and Customer or between the Company’s gateways and Common Carriers. (N)
(N)

Interruption – The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law. (L)
(T)
(T)
(T)
(T)
(L)

IPSec – Internet Protocol Security, a method of encryption. (N)

Joint User – A person, firm or corporation designated by the Customer as a user of local exchange 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. (L)

LATA – A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC – Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company. (L)

Level 1 Testing – (Also referred to as Bit Rate Error Test (BERT)), this is testing of a Circuit that begins on the day Company has completed the provisioning of end-to-end continuity of any Circuit ordered by Customer. (N)
(N)
(N)

(L) Material now appearing on this sheet, previously appeared on Sheet 28.

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2.0 - RULES, (CONTINUED)

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Issued by:
Sandra W. Hallman
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No. 1 Definitions, (Continued)

Local Calling – A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

(T)

Location Database (LDB) – The database maintained by the Next Generation 911 Provider that provides the PSAP with the Registered Location of the calling party.

Location Information – The actual geo or civic location data independent of its containers, protocol, or reference mechanisms.

Location Information Server (LIS) – A functional element in an IP-capable originating network that provides locations of endpoints (i.e., calling device).

Location Validation Function (LVF) – A functional element in a Next Generation 9-1-1 Core Service where location information is validated against data in a GIS database.

LOST – A Location-to-Service Translation Protocol.

(N)

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.

Message – A transmission sent through the connectivity established with Services.

Message Session Relay Protocol (MSRP) – A standardized mechanism for exchanging instant messages using SIP where a server relays messages between user agents.

(N)

(N)

(L)

Mobile Positioning Center (MPC) – The MPC is a functional entity that provides an interface between the wireless originating network and the Emergency Services Network.

(L) Material previously appearing on this sheet, now appears on Sheet 29.1.

Continued

(L)

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 1 Definitions, (Continued)

Monthly Recurring Charges – The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service. (L)

MOU – Minutes of Use.

National Emergency Number Association (NENA) – An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

NECA – National Exchange Carriers Association.

Network Element – A Customer controlled signaling node. (T)

Next Generation 9-1-1(NG9-1-1) – NG9-1-1 is a secure system comprised of hardware, software, data and operational policies and procedures with standardized interfaces to process all types of emergency calls, acquire and integrate additional data, and deliver the calls/messages and data to the appropriate emergency entities. (L)

NG9-1-1 Core Services (NGCS) –The base set of services needed to process a 9-1-1 call on an ESInet. Includes the 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. (N)
(N)
(N)
(N)

(L) Material now appearing on this sheet, previously appeared on Sheet 29.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 1 Definitions, (Continued)

Non-Recurring Charge (NRC) – The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Open Shortest Path First (OSPF) – A routing protocol for Internet Protocol (IP) networks to find the best path for packets to travel.

(N)

Physical Demarcation or “DEMARC” – A mutually defined interface point dividing one area of technical, fiscal and legal responsibility for managing tangible assets, such as computers, routing hardware, or transmission lines, from another.

(N)

PIN – Personal Identification Number. See Authorization Code.

PNSP – Prime Network Service Provider.

(N)

Point of Interconnection (POI) – This separates Company facilities from interconnected Common Carrier’s facilities and represents the Physical Demarcation between the Company and the Common Carrier. Each party has, for their side of the POI, all of the respective rights and obligations of ownership and control, unless specifically provided otherwise under this Tariff.

(N)

Point of Presence (POP) – This is the physical location at which an IXC establishes itself for the purpose of obtaining exchange access.

(C)

(C)

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.

(N)

(N)

Premises – The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Protocol Interworking Function (PIF) – That functional component of a Legacy Network Gateway or Legacy PSAP Gateway that interworks legacy PSTN signaling such as ISUP or CAMA with SIP signaling.

(L)

Pseudo Automatic Number Identification (pANI) – A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

Public Agency – Any state, county, city, city and county, town, municipal corporation, public district, or other public authority located in whole or in part within the State that provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

(C)

Public Emergency – The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of sever irreparable damage to property.

(L)

(L) Material previously appearing on this sheet, now appears on Sheet 30.1.

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2.0 - RULES, (CONTINUED)

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CFO

Issued: June 7, 2019
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No. 1 Definitions, (Continued)

PKI – Public Key Infrastructure.

(N)

Public Safety Answering Point (PSAP) – A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider(s). PSAPs operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

(L)

Public Switched Telephone Network (PSTN) – The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America.

(L)

Query – A Message representing a request for information. For example, in the NG9-1-1 architecture a HELD query to an LDB results in a Response containing a caller’s location.

(N)

(N)

Recurring Charges – Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

(L)

(L)

Regulatory Authority – This is any competent federal, local, municipal or other governmental, administrative or judicial authority, including the Federal Communications Commission, the Federal Trade Commission, the United States Congress, state public service commissions, state and local governments, cities, municipalities, townships, departments of transportation, and all other governmental entities or standards setting bodies (including but not limited to the National Emergency Number Association (NENA) or the Association of Public-Safety Communications Officials (APCO) having jurisdiction over the Parties, this Tariff, the Services, the Equipment, or any matter related thereto.

(N)

Response – A Message representing a response to an associated Query.

RNSP – Regional Network Service provider.

SDWAN – Software Defined Wide Area network.

(N)

Secure VPN – A VPN in which all traffic is encrypted and authenticated.

Selective Routing – The routing of a 9-1-1 call from an E9-1-1 Selective Router Tandem to a designated PSAP based upon the seven-digit or ten-digit telephone number or pANI associated with the caller dialing 9-1-1.

(L)

(L)

(L)

(L) Material now appearing on this sheet, previously appeared on Sheet 30.

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2.0 - RULES, (CONTINUED)

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No. 1 Definitions, (Continued)

Service – Any means of service offered herein or any combination thereof.

Service Commencement Date – The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Date – With regard to a specific Circuit, (a) the date Level 1 Testing begins; or, (b) if Level 1 Testing cannot begin on the day the Company has completed the provisioning of end-to-end continuity of any Circuit ordered by Customer hereunder due to delays imposed by Customer, then the Service Date shall be the later of (i) the date of service requested by Customer, or (ii) the date the Company was ready to perform Level 1 Testing.

(N)

(N)

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.

Service Order – The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Service Order Agreement (SOA) – The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a SOA form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

Services – The Company's telecommunications services offered on the Company's network.

Session Initiation Protocol (SIP) – A defined protocol that defines a method for establishing multimedia sessions over the Internet.

Session Border Control (SBC) – A commonly available functional element that provides security, NAT traversal, protocol repair and other functions to VoIP signaling such as SIP. A component of a Border Control Function.

(L)

(L) Material previously appearing on this sheet, now appears on Sheet 31.1.

Continued

(L)

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2.0 - RULES, (CONTINUED)

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No. 1 Definitions, (Continued)

Shared – A facility or equipment system or subsystem that can be used simultaneously by several Customers. (N)
(N)

Shared Inbound Calls – Refers to calls that are terminated via the Customer's Company-provided local exchange line. (L)

Shared Outbound Calls – Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number." (L)

Signaling Information – This is the underlying information flow to setup, connect, and terminate calls between switching elements. (N)

Signaling System 7 (SS7) – This is a common channel signaling, special purpose, packet-switched data network whose function is to provide call-processing information to the circuit switched Network Element that it supports. (N)

Spatial Interface (SI) – A standardized interface between the GIS and the functional elements that use GIS data such as the ECRF and/or LVF. (L)
(L)

Statement of Work (SOW) – A separate statement of work document setting forth any additional operational, logistical or similar details necessary for implementation of Services ordered. (N)
(N)

(L) Material now appearing on this sheet, previously appeared on Sheet 31.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 1 Definitions, (Continued)

Station – The network control signaling unit and any other equipment provided at the Customer’s premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber – The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination – Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Synergem – Synergem Technologies, Inc., issuer of this Tariff.

(T)

TDD/Text Phone – A telecommunications device for use by hearing or speech impaired persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access – Provides 9-1-1 access to individuals that use TDD/Text Phones and computer modems.

Terminal Equipment – Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Third Party Supplier – This is any third-party manufacturer, vendor, developer, or licensor whose hardware, software, services, or other products are used by the Company to provide the Services (including any Hardware or Software used or provided by the Company as a part thereof).

(L)
|
(N)
|
(L)
|
(N)

Time Division Multiplexing (TDM) – This refers to a type of physical connectivity used in telecommunications applications.

TTY (Teletypewriter) – The phrase TTY (or Teletype device) is how the deaf community used to refer to the extremely large machines they used to type messages back and forth over the phone lines. A TDD operates in a similar way, but is a much smaller desktop machine. The deaf community has used the phrase "TTY" and sometimes uses it interchangeably with "TDD."

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2.0 - RULES, (CONTINUED)

No. 1 Definitions, (Continued)

Uniform Resource Identifier (URI) – URI is an identifier consisting of a sequence of characters matching the syntax rule that is named <URI> in RFC 3986. It enables uniform identification of resources via a set of naming schemes. A URI can be further classified as a locator, a name, or both. The term "Uniform Resource Locator" (URL) refers to the subset of URIs that, in addition to identifying a resource, provides a means of locating the resource by describing its primary access mechanism (e.g., its network "location"). The term "Uniform Resource Name" (URN) has been used historically to refer to both URIs under the "urn" scheme [RFC2141], which are required to remain globally unique and persistent even when the resource ceases to exist or becomes unavailable, and to any other URI with the properties of a name. An example of a URI that is neither a URL nor a URN is **sip:psap@example.com**.

(N)

Uniform Resource Name (URN) – A URN is a type of URI. Uniform Resource Names (URNs) are intended to serve as persistent, location-independent, resource identifiers and are designed to make it easy to map other namespaces (which share the properties of URNs) into URN-space. An example of a URN is **urn:service.sos**. RFC 2141.

(N)

Usage Charges – Charges for minutes or messages traversing over local exchange facilities.

(L)

User or End User – A Customer's employees, agents, or contractors and any other person that uses or accesses the Services, including but not limited to any person working for or on behalf of any Public Safety Answering Point (PSAP) who uses or access the Services.

(C)

(C)

(C)

Virtual Private Network (VPN) – This is a protocol used to create a private connection through a public network.

(N)

(N)

Voice over Internet Protocol (VoIP) – Technology that permits delivery of voice calls and other real-time multimedia sessions over Internet Protocol networks.

(L)

(L)

VoIP Positioning Center (VPC) – The VPC is the element that provides routing information to support the routing of VoIP emergency calls and cooperates in delivering location information to the PSAP over existing ALI data base infrastructure. It also supports access to the routing data in the ERDB.

WAN – Wide Area Network.

(N)

Wireless Service Provider – Cellular, satellite or other radio based telephony or data transport commercial entity.

(L) Material now appearing on this sheet, previously appeared on Sheet 32.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 2 Description of Service

The Company undertakes to furnish business communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers (e.g., NPA 900, NXX 976, etc.).

Service is offered for NG9-1-1 emergency communications to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in Section 7 of this tariff, NG9-1-1 Emergency Service.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with facilities services provided by other certificated carriers.

Minimum Period – Business Service is provided on a month-to-month or in a term agreement. The minimum term period will be specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement.

(C)

The Company offers a 30 day grace period after service initiation to allow small business customers to withdraw from the term agreement without any termination liability.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 3 Application for Service

Service is installed by arrangement between Synergem and the Customer.

- A.** A Customer desiring to obtain service, will be initiated based on a written agreement between the Company and the Customer. The Customer shall be informed of all rates and charges for the services the customer desires and any other rates or charges which will appear on the customer's first bill. The Customer, must provide the following information: an 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 the Company's bills for service shall be mailed. The confirmation letter must be in a language other than English if the agreement was in another language. (C)
(T)

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

(D)
—
(D)

B. Cancellation of Application for Service:

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 3 Application for Service, (Continued)

B. Cancellation of Application for Service. (Continued)

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent.)

Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

Charges are subject to the provisions of General Order No. 96-A.

C. Cancellation of Service:

The Customer may have service discontinued upon written notice to the Company. The Customer shall be responsible for payment of all bills for services rendered. A termination liability charge may apply to early cancellation of a term agreement.

(C)
(C)
(C)
(C)
(C)

Charges are subject to the provisions of the Commission's General Order No. 96-A.

(T)

D. Continuation of Service

All service is offered to business customers under term agreements. Customers will have the opportunity to renew term agreements prior to the end of the existing term so as not to cause any disruption in service.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 3 Application for Service, (Continued)

(D)

(D)

E. Initiation of Service

(T)

Within 10 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company.

(D)

(D)

(D)

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 4 Special Information Required On Forms

A. Customer Bills

The Company's name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

1. When the bill shall be paid by the Customer to the Company; (D)
2. Billing detail, including the period of service covered by the bill; (D)
3. How the Customer must pay the bill; (T)
4. How to contact the Company with questions about the bill; the Company's toll-free number for billing inquiries and disputes, along with a postal address, and/or an email address if the subscriber has agreed to communicate via electronic media, where the subscriber may send a billing inquiry or complaint in writing. (T)
5. If the Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries. (T)

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 4 Special Information Required On Forms, (Continued)

A. Customer Bills, (Continued)

Each bill shall also include the following statement:

"This bill is now due and payable. Should you have any questions regarding this bill, please request an explanation from Synergem Technologies, Inc. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102 or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-68462. If your complaint concerns interstate or international calling, write the Federal Communications Commission at Consumer Complaints, 445 12th Street SW, Washington D.C. 20554, or at fccinfo@fcc.gov, or call 1-888-225-5322, or TTY 1-888-835-5322.

(C)

(D)

(D)

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 5 Credit Establishment and Re-Establishment, Advance Payments, Deposits, and Guarantors

A. Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The Company will not require advance payments for usage. The advance payment made by the Customer is credited to the Customer's account on the first bill rendered. (C)

B. Deposits

1. Requirement: Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. A deposit will not be required for the provision of NG9-1-1 services. The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required. The CLC may refuse service if credit is not established satisfactory to the CLC and may deny or disconnect service if a deposit is not paid as required. (C)
2. Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business. (C)
3. Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. If the Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 5 Credit Establishment and Re-Establishment, Advance Payments, Deposits, and Guarantors, (Continued)

B. Deposits, (Continued)

4. Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days after discontinuance of service, and will include any interest on the deposit as set forth above.
5. Refund after Satisfactory Payment: After payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.
6. Deposit Receipt: See Rule 5.
7. Deposits shall not be required if the applicant:
 - a. Provides a satisfactory credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
 - b. A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
 - c. The Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).
 - d. If the applicant orders NG9-1-1 services.

(N)

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 6 Notices and Communications

- A. Notice by the Company:** Unless otherwise provided by these Rules, any notice by the Company to the Customer or to the Customer's authorized representative will be given in writing to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All 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 of the 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, which ever occurs first.

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Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 6 Notices and Communications, (Continued)

B. Notice by the Company Regarding Rate Information

1. Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer.
2. When the Company provides information to a Customer which is allegedly in violation of its tariffs, the Customer shall have the right to bring a complaint against the Company. If the Commission determines that the complaint is part of a pattern of misinformation or was an attempt to defraud the Customer, the Commission may impose appropriate sanctions.
3. The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.
4. Notices the Company sends to Customers, or to the CPUC, shall be a legible size and printed in a minimum point size of 10 and are deemed made on the date of presentation.
5. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers. The Company shall provide this notice no later than the Company's next periodic billing cycle.

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Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 6 Notices and Communications, (Continued)

B. Notice by the Company Regarding Rate Information, (Continued):

C. Notice by Customer: Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office. Cancellation of service by the Customer may be given verbally or by written notice to the Company.

D. 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 notice set forth herein.

E. The Company shall, upon request, provide any applicant for service or Customer the following information:

1. The carrier's legal name and the CPUC identification number of its registration to operate as a telecommunications corporation within California.
2. The address and telephone number of the CPUC to verify its authority to operate.
3. A copy of the CPUC's Consumer Protection Regulations.
4. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.
5. A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company.
6. The names of billing agents, if any, the Company uses in place of performing the billing function itself.
7. Rate information as required in Rule 6 of the Consumer Protection Regulations set forth in D.95-07-054.
8. A description of the carrier's service offerings that relate to the customer's inquiry and are currently open to individual or small business subscribers in California, and the applicable key rates, terms and conditions.
9. Description of customer's Privacy Rights as stated on Sheets 90-93 of this tariff.
10. Information regarding availability, eligibility requirements and discounts associated with Deaf and Disabled Trust Programs as described on Sheet 86 of this tariff.
11. CPUC Consumer Affairs Branch contact information as reflected in this tariff. (C)

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 7 Rendering and Payment of Bills

- A.** Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges, usage charges, and the last date for timely payment. Upon initiation or termination of service, Customer billing will commence, or terminate, with the next available bill cycle. Monthly recurring charges are prorated based on a 30 day month to calculate the pro-rata amount. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts. (C)
- B.** Bills are due and payable 45 days after receipt. Bills may be paid by ACH transmittal or by check/warrant mailed to the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. (C)
- C.** Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The Company will credit payments within 24 hours of receipt. (C)
(C)
(C)
(C)
- D.** However, if a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to a least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by written notification of such demand sent by first class mail. If the requested payment is not made within five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1-1/2% per month or portion thereof that the bill remains unpaid, or the maximum allowed by law. This amount will be assessed from the date payment was due.
- E.** Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5%, or the highest allowable by law, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date. Late payment fees will not be assessed on disputed amounts nor on NG9-1-1 services. (C)

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 7 Rendering and Payment of Bills, (Continued)

F. Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding (1) Universal Lifeline Telephone Service (ULTS) billings; (2) charges to other certificated carriers for services that are to be resold; (3) coin sent paid telephone calls (coin in box) and debit card calls; (4) customer-specific contracts effective before 9/15/94; (5) usage charges for coin-operated pay telephones; (6) directory advertising; and (7) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (1) directory advertising and sales; (2) terminal equipment sales; (3) inter-utility sales) to intrastate services. The Public Program surcharges are for: California Advanced Services Fund (CASF), California High Cost Fund A (CHCF-A), California High Cost Fund B (CHCF-B), California LifeLine (ULTS), California Teleconnect Fund (CTF), and Deaf & Disabled Telecommunications Program (DDTP).

G. See Rule 5 for other information to be included on the bill.

H. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.

I. Invoices are available electronically and in paper form at the Customer's discretion.

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Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 8 Disputed Bill Procedure

A. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, that cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

1. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.

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(D)

2. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the CPUC for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions.

(T)

3. The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.

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4. The addresses of the CPUC is as follows:

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California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Ave, Room 2003
San Francisco, CA 94102
Email: consumer-affairs@cpuc.ca.gov
1-800-649-7570

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 9 Discontinuance and Restoration of Service

(See also Rule No. 29 - Legal Requirements for Refusal or Discontinuance of Service)

A. Discontinuance by Customer

1. A Customer may have service discontinued upon written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished.

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Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 9 Discontinuance and Restoration of Service, (Continued)

B. The Company may discontinue service under the following circumstances:

1. Without notice due to an order from a court or from another government authority having jurisdiction which prohibits the Company from furnishing service.

C. Service will not be discontinued for nonpayment of Category III services, as defined by the California Public Utilities Commission.

D. The Company will continue to provide Customers access to 911 emergency service should service be discontinued by the Company to said Customers until such time as the Customer has established service with another carrier.

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(D)

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(T)

(C)

Continued

Synergem Technologies, Inc.
371 Windrush Lane
Mount Airy, NC 27030
U-7334-C

Schedule Cal. P.U.C. No. 1-T
Second Revised Sheet 50
Cancelling First Revised Sheet 50

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 9 Discontinuance and Restoration of Service, (Continued)

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Continued

Advice Letter No. 5B
Decision No. D.18-03-005
Resolution No.

Issued by:
Sandra W. Hallman
CFO

Issued: June 7, 2019
Effective: June 8, 2019

Synergem Technologies, Inc.
371 Windrush Lane
Mount Airy, NC 27030
U-7334-C

Schedule Cal. P.U.C. No. 1-T
Second Revised Sheet 51
Cancelling First Revised Sheet 51

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 10 Reserved for Future Use

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Continued

Advice Letter No. 5B
Decision No. D.18-03-005
Resolution No.

Issued by:
Sandra W. Hallman
CFO

Issued: June 7, 2019
Effective: June 8, 2019

Synergem Technologies, Inc.
371 Windrush Lane
Mount Airy, NC 27030
U-7334-C

Schedule Cal. P.U.C. No. 1-T
First Revised Sheet 52
Cancelling Original Sheet 52

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 11 Temporary Service

From time to time, Synergem may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

Continued

Advice Letter No. 5A
Decision No. D.18-03-005
Resolution No.

Issued by:
Sandra W. Hallman
CFO

Issued: June 7, 2019
Effective: June 8, 2019

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 12 Continuity of Service

A. Allowances for Interruptions in Service

Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule 18, herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of the Company.

B. Credit for Interruptions

1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Company becomes aware of the interruption. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
2. For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.

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Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 12 Continuity of Service, (Continued)

B. Credit for Interruptions, (Continued)

3. A credit allowance will be given for interruptions of 30 minutes or more.

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COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 12 Continuity of Service, (Continued)

C. Limitations on Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. Interruptions due to the failure or malfunction of non-Company equipment;
4. Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
7. Interruption of service due to circumstances or causes beyond the control of the Company.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 12 Continuity of Service, (Continued)

D. Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience. Planned suspensions or interruptions will take place after 30 days advance notice.

(C)
(C)

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

Continued

Synergem Technologies, Inc.
371 Windrush Lane
Mount Airy, NC 27030
U-7334-C

Schedule Cal. P.U.C. No. 1-T
First Revised Sheet 57
Cancelling Original Sheet 57

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 13 Extensions

Extension line service is not offered by the Company.

Continued

Advice Letter No. 5A
Decision No. D.18-03-005
Resolution No.

Issued by:
Sandra W. Hallman
CFO

Issued: June 7, 2019
Effective: June 8, 2019

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 14 Service Connections and Facilities on Customer Premises

- A.** Service furnished by Synergem may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by Synergem is not part of a joint undertaking with such carriers.
- B.** Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- C.** Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 15 Measurement of Service

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.

Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 16 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. The Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Exchange Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding. See the Company's tariff.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 17 Limitation of Liability

A. The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company. The CLC shall not be liable for any failure of performance due to causes beyond its control, including, without limitation to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, and any order, regulation or other action of any governing authority or agency thereof.

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B. Except as provided in Paragraph (A) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

(C)

C. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

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Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 17 Limitation of Liability, (Continued)

E. Directory Errors

1. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold-face type) an amount within the following limits:
 - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
 - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this tariff, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
 - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission occurred.
 - d. For listings in information records furnished at additional charge, an amount no in excess of the charge for the listing during the period the error or omission continued.
 - e. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 18 Limitations of Service

- A.** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B.** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C.** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D.** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards.
- E.** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 19 Use of Service

- A.** Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- B.** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C.** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- D.** Any service provided under this Tariff may be facilities to or shared (jointly used) with other persons at the Customer's option. Service may only be facilities or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, facilities or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- E.** Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 19 Use of Service, (Continued)

F. Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

G. Unauthorized Use

1. Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.
2. Service shall not be used for any purpose in violation of law.
3. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 20 Responsibilities of the Customer

- A. The Customer is responsible for: 1) placing any necessary orders and 2) complying with tariff regulations. (C)
(C)

- B. The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

- C. The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

- D. The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

(D)

(D)

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 21 Special Construction

A. Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs. Charges are subject to the provisions of General Order No. 96-A. Pre-approval for charges will be required. Charges will be based on the costs incurred by the Company (including return) and may include:

(C)

- (1) nonrecurring charges;
- (2) recurring charges;
- (3) termination liabilities; or
- (4) combinations of (a), (b), and (c).

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 21 Special Construction, (Continued)

B. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request and pre-approval of a Customer. (C)

1. The period on which the termination liability is based is the estimated service life of the facilities provided.
2. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor, and supervision;
 - (3) transportation; and
 - (4) rights of way and/or any required easements;
 - b. license preparation, processing, and related fees;
 - c. tariff preparation, processing and related fees;
 - d. cost of removal and restoration, where appropriate; and
 - e. any other identifiable costs related to the specially constructed or rearranged facilities.
3. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in the preceding section by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in the preceding section shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
4. Charges are subject to the provisions of General Order No. 96-A.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 22 Non-routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance 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 when Customer pre-approval is provided, 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.

(C)
(C)

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 23 Services for the Deaf and Disabled

The Company will provide telecommunications relay access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. Both of these services will be provided by Pacific Bell in Pacific Bell exchanges and by Verizon of California in Verizon exchanges.

The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.

- A.** Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this tariff.
- B.** The following calls may not be placed through the Relay Service:
 - 1. calls to informational recordings and group bridging service;
 - 2. calls to time or weather recorded messages;
 - 3. station sent paid calls from coin telephones; and
 - 4. operator-handled conference service and other teleconference calls.

C. Liability

The Company contracts with an outside provider for the provision of Relay Service and equipment for the Deaf and Disabled Equipment Program. The outside provider(s) has complete control over the provision of these services except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 24 Emergency Telephone Number Service (911 Service)

Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 25 Change of Service Providers

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform with California Public Utilities Code Section 2889.5, and be legibly printed in at least 10 point type. A penalty or fine of up to \$500 may apply for each violation of this Rule.

B. Unauthorized Service Termination and Transfer

The Company shall restore the Customer's service to the original carrier without charge to the Customer where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the Customer. If the Company is found responsible for the unauthorized transfer it will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier. A penalty or fine of up to \$500 may apply for each violation of this Rule.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 26 Privacy

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to nonpublished numbers, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to LifeLine service to other certificated California utilities for use in outreach programs directed towards low-income subscribers.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 26 Privacy, (Continued)

A. Section 2891

The following section shall apply if, and when the Company offers service to residential consumers.

1. The Company shall not make available to any other person or corporation, without first obtaining the residential subscriber's consent, in writing, any of the following information:
 - a. The Customer's personal calling patterns, including any listing of the telephone or other access numbers called by the Customer, but excluding the identification of the person called, of the person calling and the telephone number from which the call was placed, subject to the restrictions in Section 2893, and also excluding billing information concerning the person calling which federal law or regulation requires the Company to provide to the person called.
 - b. The residential Customer's credit or other personal financial information, except when the Company is ordered by the CPUC to provide this information to any electrical, gas, heat, telephone, telegraph, or water corporation, or centralized credit check system, for the purpose of determining the credit worthiness of new utility subscribers.
 - c. The services which the residential Customer purchases from the Company or from independent suppliers of information services who use the Company's telephone or telegraph line to provide service to the residential Customer.
 - d. Demographic information about individual residential Customers, or aggregate information from which individual identities and characteristics have not been removed.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 26 Privacy, (Continued)

A. Section 2891, (Continued)

2. Any residential Customer who gives his or her written consent for the release of one or more of the categories of personal information specified in subdivision (A) shall be informed by the Company regarding the identity of each person or corporation to whom the information has been released, upon written request. The Company shall notify every residential Customer of the provisions of this paragraph whenever consent is requested pursuant to this paragraph.
3. Any residential Customer who has, pursuant to Paragraph (B) above, given written consent for the release of one or more of the categories of personal information specified in Paragraph (A) may rescind this consent upon submission of a written notice to the Company. The Company shall cease to make available any personal information about the Customer within 30 days following receipt of notice given pursuant to this paragraph.
4. Every violation of this Rule is grounds for civil suit by the aggrieved residential subscriber against the Company and its employees responsible for the violation.
5. For the purposes of this section, "access number" means a telex, teletext, facsimile, computer modem, or any other code which is used by a residential Customers of a telephone or telegraph corporation to direct a communications to another Customer of the same or another telephone or telegraph corporation.
6. The Company selling or licensing lists of residential Customers shall not include the telephone number of any Customer assigned an unlisted or nonpublished access number.
7. A Customer may waive all or part of the protection provided by this section through written notice to the Company.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 26 Privacy, (Continued)

B. Section 2893

1. Call identification service offered by the Company, shall allow a caller to withhold display of the caller's telephone number, on an individual basis, from the telephone instrument of the individual receiving the telephone call placed by the caller.
2. There shall be no charge to the caller who requests that his or her telephone number be withheld from the recipient of any call placed by the caller.
3. The Company will notify its Customers that their calls may be identified to the called party thirty or more days before the Company commences to participate in the offering of a call identification service.
4. Section 2893 does not apply to any of the following:
 - a. An identification service which is used within the same limited system, including, but not limited to a Centrex or private branch exchange (PBX) system, as the recipient telephone.
 - b. An identification service which is used on a public agency's emergency telephone line or on the line which receives the primary emergency telephone number (911).
 - c. Any identification service provided in connection with legally sanctioned call tracing or tapping procedures.
 - d. Any identification service provided in connection with any toll free (i.e. 800) or "900" access code telephone service until the Company develops the technical capability to comply with Paragraph (A) as determined by the CPUC.

Continued

Synergem Technologies, Inc.
371 Windrush Lane
Mount Airy, NC 27030
U-7334-C

Schedule Cal. P.U.C. No. 1-T
First Revised Sheet 77
Cancelling Original Sheet 77

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 27 Directories

The Company will make printed directories available to Customers at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party.

Continued

Advice Letter No. 5A
Decision No. D.18-03-005
Resolution No.

Issued by:
Sandra W. Hallman
CFO

Issued: June 7, 2019
Effective: June 8, 2019

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 28 Nonpublished Service

Upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information as set forth below.

A. Agencies Authorized to Receive Nonpublished Information

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

An agency of the federal government which is lawfully authorized to:

1. Conduct investigations or make arrests for violations of the criminal laws of the United States; or,
2. Prosecute violations of the criminal laws of the United States; or,
3. Enforce civil sanctions which are ancillary to criminal statutes; or,
4. Conduct investigations into matters involving the national security of the United States; or,
5. Protect federal or foreign officials; or,
6. Protect public health and safety; or,
7. Conduct emergency rescue operations.
8. Any public health agency of the State of California or of a city, county, or other local government.
9. County of city 911 projects.
10. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
11. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
12. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 28 Nonpublished Service, (Continued)

B. Procedure for Release of Nonpublished Information to Authorized Agencies

A telephone company shall only provide nonpublished information to persons within agencies who are either:

1. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or,
2. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life threatening situation; or,
3. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,
4. Employees of a county or city 911 project when acting in an official capacity; or,
5. Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 28 Nonpublished Service, (Continued)

B. Procedure for Release of Nonpublished Information to Authorized Agencies, (Continued)

Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.

Nonpublished information shall also be released by a telephone company to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the company only on a call back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 28 Nonpublished Service, (Continued)

C. Notification to Customer

The telephone company shall not notify the Customer regarding the release of the Customer's nonpublished information unless the Customer contacts the Company and specifically requests to know whether their nonpublished information has been released.

When a Customer inquires of the Company whether their nonpublished information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the Customer will receive no communication from the Company.

If the requesting agency certifies that disclosure to a Customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance.

If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 28 Nonpublished Service, (Continued)

D. Exception for Health Officers

No notification shall ever be made to a Customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

E. Release of Information to Interexchange Carriers

The Company will provide nonpublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

F. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone companies for at least one year. When an agency requests that notice to the Customer be withheld, the telephone company shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

G. Unsolicited Telephone Efforts

The Company will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 29 Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission's Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that Decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

"Appendix B"

- A.** Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
- B.** Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
- C.** If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 29 Legal Requirements for Refusal or Discontinuance of Service, (Continued)

"Appendix B", (Continued)

- D.** Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
- E.** The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
- F.** At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 29 Legal Requirements for Refusal or Discontinuance of Service, (Continued)

"Appendix B", (Continued)

- G.** Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- H.** The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- I.** The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code.

Continued

Synergem Technologies, Inc.
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U-7334-C

Schedule Cal. P.U.C. No. 1-T
First Revised Sheet 86
Cancelling Original Sheet 86

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 30 Blocking Access to 900 and 976 Information Services

The Company automatically blocks calls to 900 and 976 pay-per-call telephone information services. There is no charge for such call blocking. The Company will inform the Customer of this blocking feature at the time service is initially ordered.

Continued

Advice Letter No. 5A
Decision No. D.18-03-005
Resolution No.

Issued by:
Sandra W. Hallman
CFO

Issued: June 7, 2019
Effective: June 8, 2019

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 31 Demarcation Points

A. Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

B. Local Loop Demarcation Point

1. The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intra building network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

2. The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.
3. The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph below. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 31 Demarcation Points, (Continued)

B. Local Loop Demarcation Point, (Continued)

4. Exceptions:
 - a. Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.
 - b. Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the equipment where the equipment has been provided by the Company.
 - c. Company-Provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the Customer or building owner, and includes the equipment.
 - d. If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (also known as Direct Feed), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from location to another location.
 - e. Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.
 - f. Carrier Points of Presence (POP): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, the Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 31 Demarcation Points, (Continued)

C. INC Demarcation Point

1. The Intra building Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer's responsibility to provide inside wire, standard jacks, and customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the Customer.
2. The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 below and B4 preceding.
3. Where there is no intra building network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

D. Inside Wire Demarcation Point

1. The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
2. The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and the CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

Continued

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 31 Demarcation Points, (Continued)

E. Continuous Property

1. Continuous Property is land which is
 - a. wholly owned by a single individual or entity, regardless of whether the owner leases¹ all or a portion(s) of the property to another and
 - b. which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare² or the property of another.
2. There are three basic types of Continuous Properties:
 - a. Single-tenant commercial in which one owner or tenant occupies all building.
 - b. Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
 - c. Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single family homes and properties within which a portion(s) of the land is owned by separate entities and portion(s) is owned by the entities in common³ do not constitute Continuous Property.

Continued

1 The property retains its character as a Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g., apartment buildings or complexes. Condominiums also are Continuous Property.

2 A "public thoroughfare" is a street, road, or other means of passage across a property which is not subject to restrictions on ingress, egress, or boundaries.

3 Such as townhomes and homes in gated communities.

COMPETITIVE LOCAL CARRIER

2.0 - RULES, (CONTINUED)

No. 31 Demarcation Points, (Continued)

E. Continuous Property, (Continued)

3. Continuous Property - Point of Demarcation
 - a. For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
 - b. It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer request and expense, provide INC.
4. Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in this tariff, except as provided in the preceding paragraph.
5. The INC and Inside Wire Demarcation Points are located as described above.
6. At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owned property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property, provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

Continued

COMPETITIVE LOCAL CARRIER

3.0 - CONTRACT SERVICES

1. Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

There are no contracts or other deviations in effect at this time.

2. Special Service Arrangements

- A.** If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs. ICB arrangements will only apply when the Customer provides pre-approval. (C)
(C)
- B.** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.
- C.** If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

COMPETITIVE LOCAL CARRIER

4.0 - SPECIAL ARRANGEMENTS

1. Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company 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.

COMPETITIVE LOCAL CARRIER

5.0 - SAMPLE FORMS

1. Reserved for Future Use

(C)

(D)

(D)

COMPETITIVE LOCAL CARRIER

5.0 - SAMPLE FORMS, (CONTINUED)

2. Reserved for Future Use

(C)

(D)

(D)

Continued

Advice Letter No. 5B
Decision No. D.18-03-005
Resolution No.

Issued by:
Sandra W. Hallman
CFO

Issued: June 7, 2019
Effective: June 8, 2019

COMPETITIVE LOCAL CARRIER

5.0 - SAMPLE FORMS, (CONTINUED)

3. Reserved for Future Use

(C)

(D)

(D)

Continued

Synergem Technologies, Inc.
 371 Windrush Lane
 Mount Airy, NC 27030
 U-7334-C

Schedule Cal. P.U.C. No. 1-T
 First Revised Sheet 97
 Cancelling Original Sheet 97

COMPETITIVE LOCAL CARRIER

5.0 - SAMPLE FORMS, (CONTINUED)

4. Monthly Bill



Synergem Technologies, Inc.
 PO Box 911
 Pilot Mountain NC 27041

Customer
 100 Main Street
 Suite 100
 City, CA 33602

Invoice #
 Invoice Date
Balance Due

Example
 July 1, 2017
\$0.00

Item	Description	Unit Cost	Quantity	Line Total
1	Service Description			0.00
2	Service Description		1	0.00
3	Service Description		1	0.00
4	Service Description		1	0.00

	Current Charges Due By	DUE DATE
Total		0.00
Amount Paid		0.00
Balance Due		\$0.00

PAYMENT STUB

Synergem Technologies, Inc.
 PO Box 911
 Pilot Mountain NC 27041

Client Synergem Customer
Client Phone 111-222-3333
Invoice # Example
Balance Due \$0.00

Amount Enclosed

Continued

Advice Letter No. 5A
 Decision No. D.18-03-005
 Resolution No.

Issued by:
 Sandra W. Hallman
 CFO

Issued: June 7, 2019
 Effective: June 8, 2019

COMPETITIVE LOCAL CARRIER

5.0 - SAMPLE FORMS, (CONTINUED)

4. Monthly Bill (Continued)



For Questions About Your Bill:

Please contact us at 1-866-859-0911

When to Pay Your Bill:

Your payment is due when you receive your bill.

You Can Make A Payment By:

- Mailing a check to: Synergem Technologies, Inc., 371 Windrush Lane, Mount Airy, NC 27030

To contact the California Public Utilities Commission, call 1-800-649-7570 or 1-800-229-6846 (TDD).

(C)

(C)

Continued

Synergem Technologies, Inc.
371 Windrush Lane
Mount Airy, NC 27030
U-7334-C

Schedule Cal. P.U.C. No. 1-T
Second Revised Sheet 99
Cancelling First Revised Sheet 99

COMPETITIVE LOCAL CARRIER

6.0 – RESERVED FOR FUTURE USE

(C)

(D)

(D)

COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE

1. NG9-1-1 ESInet – SynergemNET™

A. General

The SynergemNET™ suite of hosted network solutions is a nationwide, fully-redundant network designed to offer Next Generation 9-1-1 Emergency Services Internet Protocol Network (ESInet) services in compliance with the NENA NG9-1-1 standards defined in NENA-STA-010.2-2016 and future updates. It is deployed within a Virtual Systems Infrastructure (VSI). Core elements such as the Border Control Function (BCF), Emergency Call Routing Function (ECRF), and Emergency Services Routing Proxy (ESRP) are protected within secure data centers. If connectivity with these centers is disrupted, local network survivability is assured by redundant network functional elements installed in network PSAPs.

It will carry Voice over Internet Protocol (VoIP) video, photos, text-to-9-1-1, and other data as carriers develop the capability to deliver it. It allows interconnection with Common Carriers and will receive data updates from them directly without an ALI database or selective router. Synergem’s network is media agnostic and routes all inbound calls in the same way, whether voice, text, video, or a mix of media types. Note that for text calls the destination PSAP must be capable of handling Message Session Relay Protocol (MSRP) messages. In some jurisdictions this capability is employed to direct text calls for handling by specially trained telecommunicators.

In accordance with NENA’s “Network of Networks” vision, SynergemNET™ will interconnect with other i3 ESInets that now exist or may be provisioned in the future. Additionally, SynergemNET™ will support NENA i3 standards and CPE delivery standards, as directed by Customer, for each of the defined regions to support CA statewide interoperability. SynergemNET™ will comply with the overall management and direction of standards and best practices for consistency of 9-1-1 traffic between the Regions and Prime as determined by Customer and the selected Prime NG9-1-1 vendor. SynergemNET™ will meet the NENA PSAP Master Clock Standard and will connect to the master clock provided by the Prime NG9-1-1 vendor.

(C)
(C)
(C)

SynergemNET™ is a scalable service that allows for message routing and connection to databases and Common Carrier networks.

B. Network Interconnection

i3-Interconnect™ is a nationally available managed network service that allows Common Carriers to connect their existing legacy 9-1-1 traffic into a NENA NG 9-1-1 network. This service aggregates traffic received from Common Carriers. There are two aggregation locations and at least two POIs in each region. i3-Interconnect™ prepares the traffic as needed and delivers it to any desired next end-point, most commonly into an NG9-1-1 system. Calls will be held until it can be assured that the proper PSAP can process messages. Inbound traffic can be delivered in TDM format or in SIP format, while outbound traffic will be in SIP format adhering to NENA i3 specifications.

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

1. NG9-1-1 ESInet – SynergemNET™, (Continued)

B. Network Interconnection, (Continued)

ESInet routing is accomplished through use of the open shortest path first (OSPF) protocol, as defined in RFC 2328 and RFC 5340. If the regional NGCS were unable to reach a PSAP, default policy would take effect and the system would employ the NGCS provided by the prime. External network routing is accomplished through the use of the Border Gateway Protocol (BGP) as defined in IETF RFC 4271. Routing protocols include authentication between neighboring routers. Should this authentication fail, the Prime NGCS would assume the routing role.

C. Call Routing

i3-Route™ provides the essential routing functions of NG9-1-1, including the ESRP/PRF and ECRF/LVF, and will also provide the geolocation data for any jurisdiction to serve as the LDB in a true NG9-1-1 deployment or as an ALI-DBMS in a migration strategy.

Company will route outbound calls to the demarcation point as identified by Customer. The network facilities (the ESInet) interconnecting i3-Route™ with the Customer demarcation point will be provided by either the Customer, a third party as selected by Customer, or by Company if so chosen by Customer. Company will provide consulting services and help develop a networking strategy as required to support this traffic. If the ESInet is not provided by Company, Customer or its designees will have sole responsibility for management of that interconnecting network.

i3-Route™ will:

- Process and route any 9-1-1 traffic within California for the region awarded, including the 9-1-1 traffic transferred from the Prime to the awarded region.
- Process and route all wireless and wireline traffic in the Region awarded in the State of California, and any other regional Common Carrier traffic that is not routed by the Prime.
- The RNSP shall aggregate, process and deliver all 9-1-1 traffic from AT&T, Consolidated Communications wireline and Frontier wireline, and all wireless Common Carriers to the correct PSAP. (N)
- The Company as a RNSP will work with Common Carriers to validate the LVF maintained by the PNSP so they can verify that civic addresses will return PSAP or emergency responder URIs. The PNSP LVF shall be made available via an LVF proxy in the public internet in a secure controlled manner provided by the PNSP. The RNSP LVF shall receive updates from the PNSP. (N)
- Utilize NG9-1-1 Trunk service to connect to all California PSAPs, Prime NG Core Service provider, aggregation, and all other interfaces.
- Transport NG9-1-1 traffic and other 9-1-1 related traffic included but not limited to NG9-1-1 Alert and Warning, as directed by Customer. (N)

Continued

COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

(N)

1. NG9-1-1 ESInet – SynergemNET™, (Continued)

D. Network Resiliency

The Company's non-proprietary NGCS operates within a highly survivable network architecture. Core services operate in an active-active configuration in each datacenter located in Los Angeles, CA and Charlotte, NC. This feature employs redundant, high-quality, fault-tolerant critical components operating continuously in tandem. If one should fail, the redundant component continues to carry the entire load with no interruption of service. No failover time is required. All applications are deployed on virtual servers and data is shared among and within each datacenter. These applications leverage H/A functionality within the vSphere hypervisor and associated Snapshots. vMotion, DRS and H/A features are utilized to ensure backup and recovery.

This active-active design philosophy is sustained at multiple levels in the core services and network architecture, including at the component level within datacenters as well at the datacenter level. Because of this, any entity in the architecture can be taken offline for maintenance or upgrade without any impact to call handling (albeit with a reduced level of fault tolerance during the maintenance activity). Because all instances of each entity are ordinarily supporting call processing, there is no risky failover or failback involved in these activities

The Company's geographically diverse datacenters monitor all critical systems automatically 24x7x365. Electronic logs are created and maintained in the system dashboard. This includes an historical record of availability and outage. These facilities meet Tier II-III standards stipulated in the two main datacenter tier classifications developed by the Telecommunications Industry Association (TIA) and the Uptime Institute (UI).

(N)

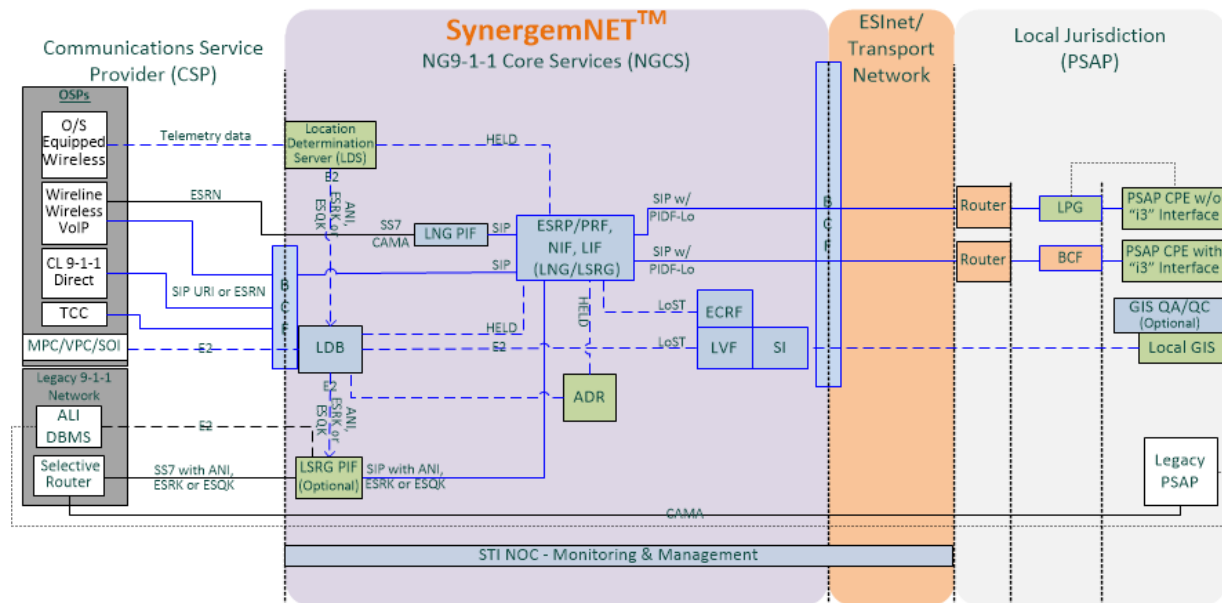
COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

1. NG9-1-1 ESInet – SynergemNET™, (Continued)

E. Network Diagram

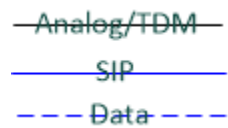
Continued



i3-Route™ NCGS	PNSP	Out of Scope
i3-Route™ NCGS	PNSP	Out of Scope

Logical Point of Interconnection

Or Demarcation



Continued

COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

2. NG9-1-1 Emergency Services Network Security

The Company employs guidance contained in NENA Technical Information Document 03-501, Network Quality Assurance; NENA 75- 001, Security for Next-Generation 9-1-1 Standard (NG-SEC) and NENA 75-502, NG-SEC Audit Checklist. The Oracle/Acme Packet Border Control Function/Session Border Controller (BCF/SBC) is the foundation of the security solution.

The Service shall provide the security and firewalls needed to protect NG9-1-1 Services in accordance with NENA NG-SEC 75-001. The Company shall detect, prevent and report TDOS, DDOS and any other Cyberattacks. The Company shall allow Customer to independently validate network security. (C)

Threats are detected by monitoring the NENA-defined SecurityPosture and creation of log events which may include (1) Normal operation; or the presence of suspicious activity that does not impact normal operations; (2) The presence of fraudulent calls and events that are stressing a facility’s ability to continue most operations; and (3) System under active attack and overwhelmed. Cascading impacts are minimized so as not to affect timing or invoke DoS for throughput of legitimate emergency calls. This solution meets all applicable NENA and federal security standards. (C)

The ESInet and NG9-1-1 System are provided with an array of firewalls. The firewall component of the BCF inspects all traffic transiting the network edge. It provides both application and network layer protection and scanning. The network firewall also mitigates lower layer protocol attacks.

The BCF provides Denial of Service (DoS) and Distributed Denial of Service (DDoS) detection and protection. Our network supports standard the use of firewall rules, access control lists (ACLs), virtual local area networks (VLANs), virtual private networks (VPNs), and Secure Sockets Layer (SSL) protocols to control network traffic and access.

Continued

COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

(N)

2. NG9-1-1 Emergency Services Network Security, (Continued)

These protective measures are supplemented with aggressive physical security for our datacenters

The Company's Security Configuration implements a management database that documents all of the software, systems, network protocols, port usage and relevant system related information in a mutually agreed upon format. This configuration database shall include a linkage to the change management process to ensure that any change request that is implemented will result in update to the configuration management database. The Company follows industry standards best practices such as ITIL or the equivalent, and shall maintain a configuration management database that can be accessed by Customer. Items included in the configuration management database include:

- Bandwidth at each interface
- Capacity and demand management as adjustments to the interfaces
- Access management and any adjustments to the identification and access management to the NGCS
- Service Level and Performance adjustments to adhere to the SLA
- Security changes and adjustments – Physical and Operational
- Configuration database dashboard or other method to allow real time access to the Customer
- As-built information contained in the system as the baseline configuration to provide a historical reference to the system "as delivered"

The current NENA approved security standard (NENA-INF-015.1-2016, NENA 75-001, NENA 75-502) Security for Next-Generation 9-1-1 Standard (NG-SEC) Standard and the associated NENA Next Generation 9-1-1 Security (NENA-INF-023.1-2017, NENA 75-002 - NG-SEC Audit Checklist) will be implemented. As the NENA security requirements evolve and mature and at the request of Customer, Company shall provide a plan to implement updates, adjustments, or modifications to maintain compliance with the current NENA security standard. The Company shall monitor additional security repositories to identify threats and vulnerabilities to the system in the context of avoiding cybersecurity issues Sites that are often utilized such as <https://cve.mitre.org/>, <https://nvd.nist.gov/>, and <https://www.us-cert.gov/> can assist in the identification and analysis of potential vulnerabilities within the NGCS. Once a vulnerability or a threat has been identified, the Company shall perform the initial and emergency response to the security event and will have no more than 24 hours to provide Customer a document describing the measures taken, and any additional implementation plans to fully avoid a breach.

(N)

Continued

COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

3. NG9-1-1 Emergency Services Trouble Reporting and Network Monitoring

The Company shall use commercially reasonable efforts to provide monitoring, support, and maintenance to the Company network. The Company shall use commercially reasonable efforts to ensure availability on all Circuits connected to the Company network. Customer shall promptly notify Company of any service problems. Customer shall be responsible for all maintenance and repair of Circuits ordered by Customer. Customer agrees that it shall cooperate with the Company as necessary to assist the Company in providing prompt response and troubleshooting of the Circuits.

A. Network Trouble Reporting

The Company's Network Operations Center (NOC) trouble reporting system enables the Customer to open, update, or close a trouble ticket using email, the Company's website or phone number to speak with a NOC technician. The trouble ticketing system will be continuously available and NOC technicians will monitor and respond to trouble tickets 24x7x365. NOC technicians will diagnose troubles and engage the proper resources to resolve the issue(s). Status on open tickets will also be available to Customer via telephone, email, or text message(s). Reports on trouble tickets can be generated and provided on a routine basis.

1. Obligations of the Customer:

- Provide contacts and escalation list to the Company for reporting of issues
- Provide resources necessary to address issues determined to be in Customer's span of control

(N)

(N)

Continued

COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

3. NG9-1-1 Emergency Services Trouble Reporting and Network Monitoring, (Continued)

B. Network Trouble Reporting, (Continued)

2. Obligations of the Company:

- Monitor the Service 24x7, every day of the year
- Provide network monitoring tools that will allow Customer (and Common Carriers) to have web portal visibility or reporting pertaining to the status/performance of the network
- Identify network issues and notify/escalate both with Customer and within the Company, including opening of a ticket for tracking purposes
- Troubleshoot issues and use commercially reasonable efforts to resolve issues
- Perform routine or emergency maintenance as required
- Develop a Service Level Agreement, subject to Customer approval, to cover all areas of the implementation and operation; specifying response times and quality metrics along with a defined escalation plan
- Monitor the utilization of the Service and audit against Customer’s forecasted growth so that the Company may augment or redesign capacity, architecture or configuration of the Service as necessary
- Provide a connection using an NG9-1-1 Trunk to a Customer NG 9-1-1 Lab and shall participate in all acceptance testing in the NG 9-1-1 Lab environment or in other mutually agreed upon laboratory locations
- Support trouble ticket e-bonding with PNSP and maintain trouble ticket e-bonding
- Provide outage notifications to Customer

(N)

(N)

Continued

COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

(N)

3. NG9-1-1 Emergency Services Trouble Reporting and Network Monitoring, (Continued)

B. Customer Monitoring

Customer will be provided with a secure login, via web browser, to a network monitoring tool that will provide a status map showing the major elements of the network.

MIS will be provided using the Oracle Enterprise Operations Monitor (EOM) which provides real-time and historical call and transaction tracing facilities with drill-down to sequence diagrams showing signaling. This product captures all messages transiting the network using network probes linked to a correlation engine. Results and the dashboard are to be viewable through a web-architected GUI that will be available to the State. The dashboard will be available for live testing by the time the first call is processed over a regional NG9-1-1 network.

The EOM is tightly integrated with Oracle's session border controller (SBC) service delivery platforms. Reporting efforts are 100% passive, nonintrusive and vendor agnostic. The Oracle EOM supports any next-generation network architecture and offers full, end-to-end correlation of all calls in real time. It enables network-wide views of calls and registrations as well as global KPIs and statistics, network equipment statistics and information, and user group and trunk information. It offers drill-down into the network, providing diagrammatic call flow analyses with full protocol details, raw capturing, and registrations end to end.

System will send i3 logging data and other system monitoring data from the awarded NG Region to the NG9-1-1 Prime selected vendor.

System will utilize SIP metadata and i3 logging to monitor, track and verify data flow.

System will provide a data push and/or pull of i3 logging data to and from Prime NG9-1-1 service provider.

System will provide ability to monitor throughput statistics in real time.

C. Network Alerts

Network issues and alerts for numerous issues, such as poor voice quality or slow responses, can be established with configurable network and service KPI alarm thresholds, and the alerts can be viewed instantly through a configurable dashboard. Dashboard graphs can include transit and response times, the number of registered users, the number of error calls, and so on. Alerts can be exported to network management systems with SNMP traps.

(N)

Continued

COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

3. NG9-1-1 Emergency Services Trouble Reporting and Network Monitoring, (Continued)

D. Call Logs Oracle

- Oracle Enterprise Operations Monitor provides a list of all active and finished calls for the full network as well as a filter capability to identify problematic calls for further analysis.
- Provides a log of all 9-1-1 metadata traffic for awarded region.
- Retains CDR and 9-1-1 traffic data for a period of ten (10) years.

E. Service Dashboards

Color-coded dashboards enable problems to be recognized at a glance. Statistics on recent calls can include:

- Successes versus failures
- Voice quality information (requires the Media Quality extension)
- Call history with detail information provide outage notifications with duration to system monitoring dashboard

F. Statistics Dashboards

The statistics and KPIs provided for a single subscriber include

- Distribution of calls by destination
- Call success rate
- Average call length
- Average number of calls per day
- Ratio of incoming versus outgoing calls
- Average mean opinion score (MOS) value
- Report the health of the awarded Regional networks from ingress to egress including QoS information, per NENA i3 standards.
- Real Time Network Outage Monitoring and Reporting for Regions to support failover interoperability and 9-1-1 traffic, show network uptime and downtime duration

(N)

(N)

Continued

COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

(N)

4. NG9-1-1 Connectivity and Voice Exchange Services – Synergem i3-Interconnect™

A. Description

i3-Interconnect™ is a nationally available managed network service that allows Common Carriers to connect their existing legacy 9-1-1 traffic into a NENA NG 9-1-1 network. This service aggregates traffic received from Common Carriers.

The Service enables Customer to:

- Directly connect to the Synergem i3-Interconnect™ environment via supported POIs detailed in the Service Request Form;
- Pass and receive Signaling Information and Call Path Information through the platform to appropriately route traffic to the next designated end point as needed for the Customer project;
- Enable protocol conversion between signaling and encoding standards as needed to migrate from legacy to NG9-1-1 formats.

There are two aggregation locations and at least two POIs in each Customer region. The service provides a traffic aggregation service for all wireless and wireline Common Carrier traffic s in the Region awarded in the State of California. i3-Interconnect™ will use the integration standards developed by the Customer and the NG9-1-1 Prime selected vendor for aggregation. i3-Interconnect™ prepares the traffic as needed and delivers it to any desired next end-point, most commonly into an NG9-1-1 system. Calls will be held until it can be assured that the proper PSAP can process messages. Inbound traffic can be delivered in TDM format or in SIP format, while outbound traffic will be in SIP format adhering to NENA i3 specifications.

ESInet routing is accomplished through use of the open shortest path first (OSPF) protocol, as defined in RFC 2328 and RFC 5340. If the regional NGCS were unable to reach a PSAP, default policy would take effect and the system would employ the NGCS provided by the prime. External network routing is accomplished through the use of the Border Gateway Protocol (BGP) as defined in IETF RFC 4271. Routing protocols include authentication between neighboring routers. Should this authentication fail, the Prime NGCS would assume the routing role.

i3-Interconnect™ will provide a private hosted SDWAN Controller by RNSP that interoperate with PNSP accessible over a private network, including secure connectivity, trust and identity, and threat defense from PSAP to Common Carrier / SaaS applications. SD WAN will include transport independence. Centrally managed and shared VPN schema across any WAN circuit (i.e. CAPSNET Microwave, LTE, MPLS, broadband, etc.) and will support flexible VPN extension to all end points (IaaS, PSAP branch, PSAP DC) The SDWAN will provide a secure SD WAN architecture that supports open security standards such as IPsec etc.

(N)

Continued

COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

(N)

4. NG9-1-1 Connectivity and Voice Exchange Services – Synergem i3-Interconnect™, (Continued)

B. Facility Interconnection

i3-Interconnect™ provides common Points of Interconnection (POIs) for carrier connections, as outlined in the Service Request Form. Customer will deliver 9-1-1 calls to the POI with the desired end destination specified, and ANI or pANI in the ‘from’ field. The service will accept either TDM, SS7 or SIP traffic.

1. TDM Circuits

a. Circuits

Customer shall be responsible for engineering, provisioning, maintenance, and surveillance of the connection to the Company POI.

b. Point of Demarcation

The Point of Demarcation is the patch panel in the Company’s rack at the designated POI. Customer is responsible for delivering all traffic to the Point of Demarcation. Cross connects will be ordered by the Customer under this tariff.

c. Specifications and Conversion

TDM or SS7 traffic will be delivered via DS1 circuits that comply with applicable Telcordia specifications. For all TDM traffic, the calls are processed through a Protocol Internetworking Function (PIF) where they are converted to Session Initiation Protocol (SIP). Any existing TTY content in the calls will be transcoded to real-time texts as specified in RFC 4103.

2. IP Connectivity

a. Circuits

SIP traffic will be delivered via IP circuits and shall support a minimum of 10Mbps throughput, unless otherwise directed by Customer.

b. Point of Demarcation

The Point of Demarcation is the patch panel in the Company rack at the designated POIs. Customer is responsible for delivering all traffic to the Point of Demarcation. Cross connects will be ordered by the Customer under this tariff.

c. Customer Premises Equipment

Company may provide Customer premises equipment in the form of routers, network transmission equipment, or other edge devices (in the case of multiple Company Services connectivity), if ordered under this tariff.

(N)

Continued

COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

4. NG9-1-1 Connectivity and Voice Exchange Services – Synergem i3-Interconnect™, (Continued)

B. Facility Interconnection, (Continued)

3. VPN Circuits

a. Type of VPN

All VPN Circuits ordered hereunder shall be Secure VPNs.

4. Encryption

a. Company

Company shall use IPSec encryption, which employs IKE to handle negotiation of protocols and algorithms to generate the encryption and authentication keys. Company shall implement Secure VPNs using industry standard products for encryption and authentication.

b. Customer

Customer shall use IETF acceptable standards for encryption and hash algorithms. Unless otherwise agreed by Company in writing, the minimum acceptable standards for encryption and hash algorithms shall be 3DES and SHA1, respectively, as defined by IETF. For means of authentication, Company requires either symmetric (pre-shared) keys, or asymmetric keys implemented by means of digital certificates using PKI. Customer shall present public IP addresses for all peering devices and data communication devices behind the peer of a Secure VPN Circuit to avoid routing issues.

5. Customer Premises Equipment

The Company may provide Customer premises equipment in the form of routers, network transmission equipment, or other edge devices (in the case of multiple Company Services connectivity), if ordered under this tariff.

6. Maintenance and Support

The Company shall use commercially reasonable efforts to provide support and maintenance to ensure availability on all Circuits connected to the Company network consistent with Section 3 above. Customer agrees that it shall cooperate with the Company as necessary to assist the Company in providing prompt response and troubleshooting of the Circuits.

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COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

(N)

5. NG9-1-1 Core Services – Synergem i3-Route™

A. General

i3-Route™ provides NG9-1-1 core services (NGCS) operated within the SynergemNET™ suite of hosted network solutions. SynergemNET™ is a nationwide, fully redundant network designed to offer services in compliance with the NENA NG9-1-1 standards defined in NENA-STA-010.2-2016 and future updates. i3-Route™ provides the essential routing functions of NG9-1-1, including the ESRP/PRF and ECRF/LVF, and will also provide the geolocation data for any jurisdiction to serve as the LDB in a true NG9-1-1 deployment or as an ALI-DBMS in a migration strategy. Where the NENA i3 standard does not clearly define technical details, i3-Route™ will comply with Customer and NG9-1-1 Prime selected vendor standards.

i3-Route™ utilizes the prototypical architecture as specified in NENA STA-010 for routing calls. Specifically, arriving calls—either from other POIs, or transferred from other providers—are evaluated to determine whether they have location information in the arriving SIP headers; if they do not, a HELD query to the LDB allows location to be inserted. The location associated with the call is then used to make a LoST query to the ECRF, which yields a destination URI (i.e. the correct PSAP). Policy routing rules are applied, and the call is directed to the destination determined. i3-Route™ will connect to the i3-Route™ Prime and comply with interoperability as directed by Prime at the direction of the Customer. i3-Route provides the ability to determine if Regional core services are available for a call to reach a PSAP before sending to Region, if a PSAP is not reachable then a call shall be sent to Prime for delivery to a PSAP.

i3-Route™ utilizes the best location available at the time the call is routed, whether that location is sourced from the LDB, provided by the inbound carrier natively, or from alternate third-party sources. As noted above, the system has the flexibility to query the appropriate database for location information if it is not included with the call. For calls destined to any PSAP that is not directly connected to the RNSP network, recursion of the LoST query to the PNSP ECRF will result in the PSNP ESRP being returned as the next hop for delivery of that call. The PNSP will then have responsibility for delivering the call.

i3-Route™ acts as a Quality Control gate to ensure data integrity. It will ensure that ECRFs handle any LoST error conditions per RFC 5222 and by doing this should enable the tracking of RTP and RTCP LoDT packets.

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COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

5. NG9-1-1 Core Services – Synergem i3-Route™, (Continued)

A. General, (Continued)

For calls correctly pointed to PSAPs that are connected to the region but are unavailable, the PRF will determine any potential alternate PSAPs that may accept the call. There is no standard mechanism for scheduling and administering this activity between different providers. The Company will work in collaboration with others to define and implement the appropriate methods so that PRFs rules will apply to any calls routed. If all alternates are exhausted then the call will be directed to the default routing instructions, which presumably would be the PNSP. However, this will be determined at the time of system configuration. Other PRF rules govern call termination and can include a route decision based on knowledge that a downstream ESRP is busy or offline. The PRF policy store employs a windows-based configurator interface and a SQLEXPRESS database. Access to the database is given using a username/password that is assigned on an as required basis. Each of the originating or terminating policies can also be active or inactive and have a start and end date. The actual process for receiving and sending any data updates from/to the PNSP will be defined in conjunction with the PNSP and other RNSPs.

In the case of catastrophic loss of routing capabilities for the Region, the system as it has been envisioned by the State will route the call to the PNSP for handling within the rules defined by that system. This assumes the PNSP has maintained connections to the call-originating OSP as a backup.

B. Description

i3-Route™ is integrated with i3-Interconnect™ in the SynergemNET™ suite to provide a complete solution for carriers and jurisdictions to upgrade from the legacy E9-1-1 environment to a true NG9-1-1 system. The service is flexible to allow different migration paths according to each Customer's configuration and needs. The Service enables the Customer to:

- Integrate with i3-Interconnect™;
- Directly connect to i3-Route™ via supported connectivity detailed in the Service Request Form;
- Route 9-1-1 calls to the demarcation point as identified by the Customer using appropriate NENA standards;
- Pass Signaling Information and Call Path Information from Common Carriers through the network to Customer as appropriate;
- Access Caller location for routing purposes using appropriate NENA standards;
- Access other IP based information resources associated with the Caller's location.
- Receive NENA i3 logging for all functional elements within the NGCS.
- Receive a data push and/or pull of i3 logging data to and from Prime NG9-1-1 service provider

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COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

(N)

5. NG9-1-1 Core Services – Synergem i3-Route™, (Continued)

C. Equipment Provisioning

The Company's provision of Equipment (including all functional, translational and transmission elements), together with any Software embedded therein or included therewith, in conjunction with any Service is deemed a part of that Service that is not treated as customer premises equipment (CPE) that is separately supplied or leased by Customer.

Customer shall timely provide the Company with availability of the following at all premises where Equipment is delivered and located: (i) an equipment room environmentally compliant with local laws and other operationally required environmental conditions; (ii) access to the Equipment, to the Customer's premises where it is located, and to any rights of way required to access the foregoing; and (iii) adequate work space, heating/cooling, light, ventilation, and electrical supply (including adequate grounding, surge protection, uninterruptable power supply protection, and backup generator). Customer shall provide all of (i), (ii), and (iii) foregoing in accordance with Company's reasonable instructions and specifications, the reasonable physical and data policies and procedures of Customer, and at Customer's expense. Customer shall ensure that the Equipment is not removed, relocated, modified, interfered with, disconnected from its power supply or communication circuits, or attached to non-Company Equipment without prior written authorization from the Company.

The demarcation point(s) between the Company network and Customer's CPE will be where the Customer's CPE or other facilities connect to the Equipment. Customer shall be solely responsible for any and all security, maintenance, wiring, repair or any other obligations relating to any and all network, CPE or other facilities on the Customer side of the demarcation point.

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COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

(N)

5. NG9-1-1 Core Services – Synergem i3-Route™, (Continued)

C. Equipment Provisioning, (Continued)

Upon termination of the applicable Service, the Customer shall promptly return all Equipment in the same condition as originally installed, ordinary wear and tear excepted, or Customer will pay for repair or restoration of the Equipment to such condition.

In such case, (a) Company at its option will pick up or arrange for the Equipment to be picked up at the Customer's premises at a reasonable and mutually acceptable time, or (b) Customer shall ship the equipment back to Company, using reasonable care in the packaging and shipping of the Equipment. Customer will provide (or cause its Users) to provide Company or its designees with access as required to the premises for this purpose. Company will not be obligated to restore the premises to its original condition. If Customer does not return or, as applicable, arrange for Company to remove the Equipment within ten (10) days of the date of said written notice, then Customer will be liable for its then-current market value and Company will have the right to remove it at any time thereafter. Equipment not removed by Company is not to be deemed abandoned. Company's right to access Customer's premises for purposes of such Equipment removal will survive until its removal.

D. Service Features

1. **i3-Route™** provides NG9-1-1 core services (NGCS). It provides essential routing functions of NG9-1-1, including the ESRP/PRF and ECRF/LVF, and will also provide the geolocation data for any jurisdiction to serve as the LDB in a NG9-1-1 deployment or as an ALI-DBMS in a migration strategy.
2. **Inbound Traffic.** Calls to be managed by i3-Route™ must be connected to SynergemNET™ via the i3-Interconnect™ service, provided to Common Carriers. See Section 5 of this document for details on i3-Interconnect™.

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COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

(N)

5. NG9-1-1 Core Services – Synergem i3-Route™, (Continued)

D. Service Features, (Continued)

3. **Emergency Call Routing Function (ECRF) and Location Validation Functions (LVF).** Both the ECRF and the LVF are compliant with applicable NENA and IETF standards. The functions are designed to leverage multiple tiers of redundancy to eliminate any single point of failure including the availability of dual path circuits to all required facilities carried over diverse carrier networks. Every system within the NG9-1-1 service path is deployed in a High-Availability (HA) configuration. Any element, therefore, is fully protected from hardware and software failures and circuit cuts. In addition to this HA design, a second data center offers overlay protection to ensure geographical and catastrophic diversity. The data provided by the PNSP LDB and PNSP LVF to support the RNSP LVF validation function of the RNSP to ensure the LoST protocol is supported. The goal is to ensure that the PNSP remains the authoritative source for the LoST protocol. Key capabilities include:

- Data analysts can correlate street and community names from three data sources (Postal, MSAG, and GIS).
- Common carriers can validate locations and route calls using real time data.
- Common error discrepancies between MSAG, GIS, and Postal are automatically identified.
- Extensive online help is available.
- Extensive security mechanisms allow access and updating tailored to most organizations’ data operations.
- Links to online mapping resources are provided.
- Web-based user interface for ease of data management is available.
- (ALI/Location Database (LDB is fully integrated.
- Extensive reporting capabilities area available including 17 reports – all of which can be exported to Excel, PDF, etc. A Tracking agency and individual progress in data preparation.
- Translations can be established including County (e.g., “007” = “Boone County”), Community (e.g., “North Boone” = “Beaverton”) and Street (e.g., “SH 76” = “Fairground Rd.” = “State Line Rd.”)

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COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

5. NG9-1-1 Core Services – Synergem i3-Route™, (Continued)

D. Service Features, (Continued)

- 4. Geographic Information System (GIS) Services.** The Company’s GIS services comply with standards NENA NG9-1-1 GIS Data Model, NENA 02-010, and NENA 02-014. GIS services include:
- An ArcGIS tool that supports local QA/QC GIS needs performing dozens of checks on polygons, road center lines, and address points. Good data flows to the ECRF/LVF configured to any desired interval.
 - The Company will aggregate data via a secure web portal from datasets provided by the lead organization or company as well as other GIS data sets in an ESRI compatible format. Contributing entities can field map against the schema with no need to change attribution naming on the source data. Data flows from here to the LVF/ECRF, PSAP map application, and other OGC-compliant functional element including CAD systems.
 - A Location Validation Function (LVF) and Emergency Call Routing Function (ECRF). This A Location database and database management service capable of emulating the legacy ALI functions in the NG environment.
 - Full assimilation of any GIS database to be used, utilizing the statewide GIS database maintained and updated by the NG9-1-1 Prime vendor to update PNSP ECRF for routing all 9-1-1 traffic
 - Validation and reporting tools provide immediate feedback if errors are detected allowing the editor to resolve potential problems on-the-fly. This suite allows management to track how GIS data is being changed, in what volume, and over what period. Any information that is captured is reviewable through a set of preconfigured reports, each of which covers a unique aspect of GIS data development and accuracy or completeness, as well as status.
 - As local GIS data is maintained, it’s imperative to constantly review data from a regional perspective. The spatial interface, allows separate GIS organizations to load their data to participate in the regionalization phase of reviewing and mitigating potential validation errors that exist between neighboring jurisdictions.
 - Every new data upload automatically triggers the validation process which reports on potential errors within that dataset as well as between neighbors. These results are then available to view online in an interactive map display or download in geodatabase format to be reviewed locally.
 - Receiving updates to the GIS database from the PNSP, without disruption of ECRF LoST service. Updates shall be at least daily and shall be capable of receiving data updates 24x7x365 and provide confirmation receipt of data within 4 hours.

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COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

5. NG9-1-1 Core Services – Synergem i3-Route™, (Continued)

D. Service Features, (Continued)

5. **Emergency Service Routing Proxy (ESRP) and the Policy Routing Function (PRF).** i3-Route™ utilizes the ESRP/PRF and ECRF/LVF services built into SynergemNET™ to provide routing of the calls based on the Customer's requirements. The i3 specification for the LVF function requires a publicly available Internet connection for authorized users to verify of route-ability for civic addresses. Company will work with Customer to populate the required location information into the LDB, and will maintain links to Common Carriers to allow updating of this information without charge. Company will also develop and maintain the PSAP routing rules appropriate to Customer's jurisdiction. i3-Route™ will be capable to either pull or receive a push of the centralized policy routing instructions maintained by the Prime that will be used in all of the regions. The Company will be responsible for notifying Customer of updates needed to Policy Routing in the awarded region. Company will work jointly with Customer, Common Carriers, and Designated 9-1-1 Service Providers to ensure ECRF stays updated in the absence of NENA standards. Calls will be delivered in SIP format with all appropriate Signaling and Call Path Information intact, including i3-format location in PIDF-LO if appropriate to the situation.
6. **Call Delivery.** Company will route outbound calls to the demarcation point as identified by Customer. The network facilities (the ESInet) interconnecting i3-Route™ with the Customer demarcation point will be provided by either the Customer, a third party as selected by Customer, or by Company if so chosen by Customer. Company will provide consulting services and help develop a networking strategy as required to support this traffic. If the ESInet is not provided by Company, Customer or its designees will have sole responsibility for management of that interconnecting network.
7. **POI Facilities.** To the extent Company determines that a primary or default POI with a Common Carrier should be located at the Customer's premises to facilitate the most cost effective and efficient interconnection architecture, then Customer will cooperate with Company and the Common Carrier(s) to facilitate such interconnection in a reasonable manner.

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COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

(N)

5. NG9-1-1 Core Services – Synergem i3-Route™, (Continued)

D. Service Features, (Continued)

8. **Legacy Selective Router (SR) Interconnection** is an optional transitional element. To support transition from legacy 911 to an NG9-1-1 architecture, the Company network can be connected to an existing SR in order to allow 9-1-1 call transfers between PSAPs that have already transitioned to a NG9-1-1 ESInet and those that are still served by the SR. The network architecture for accomplishing this will be specific to each environment, but generally requires TDM/SS7 connectivity between the proposed SR(s) and the Company network. For any such project, the Company will work with the Customer to establish a network architecture based on the requirements of the situation. All pricing will be determined on an Individual Case Basis (ICB). Any specific terms and conditions that the Company faces from the supporting Common Carrier(s) managing the legacy selective router(s) will flow down and be applied to this service, including any performance or service availability obligations. As an example, Company will not guarantee 99.999% availability of this feature if the Common Carrier(s) supporting the selective router(s) cannot meet this requirement or if the agreed-upon architecture won't support it.
9. **Legacy Selective Router Gateway (LSRG)** is an optional service that supports the interconnection of legacy selective routers. The NENA NG9-1-1 Transition Plan Considerations Information Document (NENA-INF-008.1) employs an LSRG as a key component of the transition from the E9-1-1 system presently deployed to the Next Generation 9-1-1 system (i.e., i3) described in NENA-STA-010.2 (formerly NENA 08-003). All pricing will be determined on an Individual Case Basis (ICB).

E. Migration of Other Networks

The Service shall not include any portion of the network, equipment, or other assets of another jurisdiction or any third party, including, without limitation, any jurisdiction merged into or with Customer subsequent to the Effective Date. Upon completion of the migration of Customer's network to the Service, Customer may request Company to migrate the network, equipment, or other assets of another Jurisdiction associated with the Customer to the Service; such migration shall be subject to a separate SOW and applicable fees. If Company agrees to migrate the network, equipment, or other assets of such party to the Service, then the Parties shall mutually develop a migration plan.

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COMPETITIVE LOCAL CARRIER

7.0 – NG9-1-1 EMERGENCY SERVICE, (CONTINUED)

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6. NG9-1-1 Performance Monitoring

A. Activity Reports

The Company will provide monthly activity reports that Customer can use to track activity and performance. The reports will include the following:

- 1) ID;
- 2) PSAP Name Impacted;
- 3) Month Date;
- 4) Day/Time Start;
- 5) Day/Time End;
- 6) Duration Hour: Min
- 7) Reporting Entity;
- 8) Outage Type;
- 9) Cause of Incident/Outage;
- 10) Summary of Incident/Outage;
- 11) Yes/no if qualified for SLA;
- 12) The applicable SLA;
- 13) Rights and remedies applied to each ticket when applicable;
- 14) Other.

In addition, a RNSP will provide monthly reports on the following tariff items:

- 1) NGCS;
- 2) Aggregation;
- 3) NG9-1-1 Trunk.

(N)

COMPETITIVE LOCAL CARRIER

8.0 – NG9-1-1 PERFORMANCE REPORTING

(N)

1. NG9-1-1 SLA Reporting Requirements – Technical

The following technical SLAs provide charts describing the definition, measurement method, objective, and rights and remedies for each category.

1.1.1 System Monitoring			
Definition	Measurement Method	Objective	Rights and Remedies
Company shall deliver all System Monitoring Access 24/7/365.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled uptime is based on 24x number of days in the month. The monthly Availability percentage shall be based on the cumulative total of all outage durations for each calendar month.	99.999%	Failure to meet the SLA objective for one month shall result in a 25% credit/or adjustment of the Total Monthly Recurring Cost (TMRC) of all services under contract for that month. Next consecutive month fail to meet the SLA objective shall result in a 50% credit/or adjustment of the TMRC of all services under contract for that month. Each additional consecutive month fail to meet the SLA objective shall result in a 100% credit/or adjustment of the TMRC of all services under contract for that month.

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COMPETITIVE LOCAL CARRIER

8.0 – NG9-1-1 PERFORMANCE REPORTING, (CONTINUED)

1. NG9-1-1 SLA Reporting Requirements – Technical, (Continued)

1.1.2 System Outage Notification			
Definition	Measurement Method	Objective	Rights and Remedies
Company shall report all outages that potentially impact the delivery of 9-1-1 traffic within ten (10) minutes of the occurrence.	Any outage that potentially impacts the delivery of 9-1-1 traffic.	Notification within ten (10) minutes or less.	Any failure to meet the objective shall result in a \$5,000.00 credit/or adjustment Next consecutive minute that the Company fails to meet the SLA objective shall result in an additional \$1,000.00 credit/or adjustment per minute, up to the TMRC for all services.

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COMPETITIVE LOCAL CARRIER

8.0 – NG9-1-1 PERFORMANCE REPORTING, (CONTINUED)

2. NG9-1-1 SLA Reporting Requirements – NG9-1-1 Trunk Service – Availability Chart

NG9-1-1 Trunk Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
The overall NG9-1-1 Trunk Service shall be available to each end point connection.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled uptime is based on 24x number of days in the month. The NG9-1-1 Trunk Service availability requires two diverse NG9-1-1 Trunk Connections to each PSAP. For those PSAPs where diverse NG9-1-1 Trunks are not available and when approved by Customer, the Individual NG9-1-1 Trunks Service applies. The monthly Availability percentage shall be based on the cumulative total of all outage durations for each calendar month.	99.999%	<p>Failure to meet the SLA objective for one month shall result in a 25% credit/or adjustment of the TMRC for NG9-1-1 Trunk Service for that month.</p> <p>Failure to meet the SLA objective for the next consecutive month shall result in a 50% credit/or adjustment of the TMRC for NG9-1-1 Trunk Service for that month.</p> <p>Failure to meet the SLA objective for each additional consecutive month shall result in a 100% credit/or adjustment of the TMRC for that month plus an additional \$50,000.</p>

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COMPETITIVE LOCAL CARRIER

8.0 – NG9-1-1 PERFORMANCE REPORTING, (CONTINUED)

2. NG9-1-1 SLA Reporting Requirements – NG9-1-1 Trunk Service – Availability Chart, (Continued)

Individual NG9-1-1 Trunk Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
Individual NG9-1-1 Trunk Service shall be available to each end point connection and will only apply when diverse NG9-1-1 trunks are not available and when approved by Customer.	<p>The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled uptime is based on 24x number of days in the month.</p> <p>The monthly Availability percentage shall be based on the cumulative total of all outage durations for each calendar month.</p>	99.9%	<p>Failure to meet the SLA objective for one month shall result in a 25% credit/or adjustment of the TMRC for the impacted individual NG9-1-1 Trunk Services.</p> <p>Next consecutive month fail to meet the SLA objective shall result in a 100% credit/or adjustment of the TMRC for the impacted individual Trunk Services. Each additional consecutive month fail to meet the SLA objective shall result in a 200% credit/or adjustment of the impacted individual NG9-1-1 Trunk Services.</p>

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COMPETITIVE LOCAL CARRIER

8.0 – NG9-1-1 PERFORMANCE REPORTING, (CONTINUED)

(N)

3. NG9-1-1 SLA Reporting Requirements – Aggregation Service – Availability Chart

Aggregation Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
The NG9-1-1 Aggregation Service shall be available to combine all identified incoming OSPs including Text to 9-1-1 OSPs for the PNSP.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled uptime is based on 24x number of days in the month. The monthly Availability percentage shall be based on the cumulative total of all outage durations for each calendar month.	99.999%	<p>Failure to meet the SLA objective for one month shall result in a 25% credit/or adjustment of the TMRC for Aggregation Service for that month.</p> <p>Next consecutive month fail to meet the SLA objective shall result in a 50% credit/or adjustment of the TMRC for that month.</p> <p>Each additional consecutive month fail to meet the SLA objective shall result in a 100% credit/or adjustment of the TMRC for that month plus an additional \$50,000.</p>

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COMPETITIVE LOCAL CARRIER

8.0 – NG9-1-1 PERFORMANCE REPORTING, (CONTINUED)

(N)

4. NG9-1-1 SLA Reporting Requirements – Core Services – Availability Chart

A Core Service Outage is defined as the failure to deliver a call properly presented (i.e. Address, or Latitude/Longitude or Cell Sector) to the **Core Services** to some PSAPs due to a failure in some part of the Company’s solution. The Core Services availability shall have an uptime of at least 99.999%.

Note that delivering a call to an alternate or default CA PSAP due to an Emergency Services IP Network (ESInet) connectivity problem, a CA PSAP problem or other external circumstance not part of the Company’s solution, is not defined as a Core Service Outage.

Core Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
The NG9-1-1 core service will deliver 9-1-1 traffic including location information to the appropriate CPE.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled uptime is based on 24x number of days in the month. The monthly Availability percentage shall be based on the accumulative total of all outage durations for each calendar month.	99.999%	Failure to meet the SLA objective for one month shall result in a 25% credit/or adjustment of the TMRC of NG9-1-1 Core Service. Next consecutive month to fail to meet the SLA objective shall result in a 50% credit/or adjustment of the TMRC of NGCS. Each additional consecutive month to fail to meet the SLA objective shall result in a 100% credit/or adjustment of the TMRC of NGCS plus an additional \$50,000.

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COMPETITIVE LOCAL CARRIER

8.0 – NG9-1-1 PERFORMANCE REPORTING, (CONTINUED)

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5. NG9-1-1 SLA Reporting Requirements – NG Core Services – Routing Failure

A Routing Failure is defined as the failure to select the correct preferred PSAPs for a call based on the information accompanying the call, including any and all parts of the NG9-1-1 Core Services. Incorrect routing due to incorrect or missing data accompanying the call, or due to incorrect GIS database entries provided by the authoritative service, or alternate routing due to factors such as CA PSAP conditions, or network outages not under the Contract resulting control of the Company, are not considered Routing Failures. The SLA requires that 99.999% of all calls be free of Routing Failures.

Routing Failure			
Definition	Measurement Method	Objective	Rights and Remedies
The failure to select the correct preferred PSAP for a call based on the information accompanying the call and the contents of the GIS and Policy Databases within NGCS.	The monthly number of calls that are routed to a specific PSAP divided by the number of calls the information accompanying the call and the contents of the GIS and Policy Databases indicate should have been routed to that specific PSAP multiplied by 100.	99.999%	<p>Failure to meet the SLA objective for one month shall result in a 25% credit/or adjustment of the TMRC of NGCS.</p> <p>Next consecutive month to fail to meet the SLA objective shall result in a 50% credit/or adjustment of the TMRC of NGCS.</p> <p>Each additional consecutive month to fail to meet the SLA objective shall result in a 100% credit/or adjustment of the TMRC of NGCS plus an additional \$50,000.</p>

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COMPETITIVE LOCAL CARRIER

8.0 – NG9-1-1 PERFORMANCE REPORTING, (CONTINUED)

6. NG9-1-1 SLA Reporting Requirements – NG Core Services – Voice Quality Mean Opinion Score (MOS)

NG Core Network Services must forward voice calls with little or no degradation of voice quality of the call from the ingress demarcation point to the egress demarcation point, as measured and monitored by an automated MOS measurement tool between various ingress and egress points at times when the ESInet is meeting its performance parameters. MOS values shall be measured hourly unless a problem has been detected, in which case measurements shall be made at five (5) minute intervals as necessary, 99% of the MOS measurements shall exceed two-point-six (2.6), and 90% of the MOS measurements shall exceed three-point-eight (3.8). If the ESInet is not meeting performance standards and while a Trouble Ticket is open on the ESInet performance problem, then substandard MOS measurements shall not be charged against the Company’s performance.

NG CORE NETWORK SERVICE – MOS			
Definition	Measurement Method	Objective	Rights and Remedies
NG Core Network Services must forward voice calls with little or no degradation of voice quality of the call from the ingress demarcation point to the egress demarcation point, as measured and monitored by an automated Mean Opinion Score (MOS) measurement tool between various ingress and egress points at times when the ESInet is meeting its performance parameters.	MOS values shall be measured hourly unless a problem has been detected	At five (5) minute intervals, 99% of the MOS measurements shall exceed 2.6 and 90% shall exceed 3.8.	25% credit/or adjustment of TMRC of NG9-1-1 Core Services for single occurrence. 50% credit/or adjustment of TMRC of NG9-1-1 Core Services for second occurrence with a 60 minute period. 100% credit/or adjustment of TMRC of NG9-1-1 Core Services for third occurrence with a 60 minute period.

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COMPETITIVE LOCAL CARRIER

8.0 – NG9-1-1 PERFORMANCE REPORTING, (CONTINUED)

(N)

7. NG9-1-1 SLA Reporting Requirements – Core Service – Catastrophic Outage 1

Core Service Catastrophic Outage 1			
Definition	Measurement Method	Objective	Rights and Remedies
The NG9-1-1 core service will deliver 9-1-1 traffic including location information to the appropriate NG9-1-1 CPE.	Single outage with a duration of six (6) minutes or more.	Preventing outages of six (6) minutes or more.	100% credit/or adjustment of the TMRC of NGCS plus an additional \$50,000.

8. NG9-1-1 SLA Reporting Requirements – Core Service – Catastrophic Outage 2

Catastrophic Outage 2			
Definition	Measurement Method	Objective	Rights and Remedies
The NG9-1-1 Core Service will deliver 9-1-1 traffic including location information to the appropriate NG9-1-1 CPE.	Single outages of greater than two (2) minutes and less than six (6) minutes.	Preventing outages greater than two (2) minutes, but less than six (6) minutes.	50% credit/or adjustment of the TMRC of NGCS.

(N)