

West Safety Communications Inc.
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Longmont, CO 80503

Schedule of Services & Rates
State of North Carolina
Original Title Page

February 24, 2016

*This Schedule of Services & Rates, issued by West Safety Communications Inc.
replaces in its entirety
the Schedule of Services & Rates issued by Intrado Communications Inc.*

North Carolina

Telecommunications Services

Offered by

West Safety Communications Inc.

February 24, 2016

1. INTRODUCTION

This Schedule of Services & Rates (“Schedule”) describes the services offered by West Safety Communications Inc., (“West Safety” or “Company”) in the State of North Carolina. By executing a West Safety Service Order Agreement (“SOA”), or by using or paying for West Safety Services, the Customer executing the SOA or paying for the services agrees to the service regulations described herein and the terms and conditions described in West Safety Communications Inc.’s Schedule of Terms and Conditions for the State that is available on the West Safety website at www.west.com/safety-services under “Tariffs”.

The services covered in this Schedule are subject to technical and billing availability and may not be available in all locations. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

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2. DEFINITIONS

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 Failure or Outage - A situation where 9-1-1 calls cannot be transported to the Public Agency responsible for answering 9-1-1 calls (usually a PSAP).

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.

Automatic Number Identification ("ANI") - A type of signaling provided by a Local Exchange Carrier that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification ("ALI") - Information transmitted while providing E9-1-1 service that permits emergency service providers to identify the geographic location of the calling party.

Authorized User - A person, firm or corporation authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively. An Authorized User must be specifically named in the application for service.

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

Communications Service Provider ("CSP") - Any provider of telecommunications service, including but not limited to ILECs, CLECs, CMRS, VoIP providers, cable companies and satellite communications providers whose customers or users dial the digits 9-1-1 to report an emergency situation requiring a response by a public agency.

Company - Whenever used in this Schedule, "Company" refers to West Safety Communications Inc., unless otherwise specified or clearly indicated by the context.

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2. DEFINITIONS (CONT'D.)

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

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

Dynamic ANI/ALI - A call processing arrangement utilizing a pANI number for NCAS-type call routing commonly associated with the delivery of mobile, nomadic or out-of-region calls and commonly involves a method to dynamically provide caller ALI information upon emergency call answer.

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 Schedule, 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.

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2. DEFINITIONS (CONT'D.)

E9-1-1 Tandem or E9-1-1 Selective Routing Tandem (“Selective Router”) - 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 Router or to a Company POI.

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”).

End Office (“EO”) or Central Office (“CO”) - A switching unit providing telecommunication services to the public, designed for terminating and interconnecting lines and trunks. The term “End Office” and “Central Office” are used interchangeably. More than one CO or EO may be located in the same building.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

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.

Individual Case Basis (“ICB”) - A service arrangement where the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User - A person, firm or corporation designated by the Customer as a user of service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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2. DEFINITIONS (CONT'D.)

Local Exchange Carrier (“LEC”) - Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of North Carolina and the North Carolina Utilities Commission is authorized to provide telecommunications Local Exchange Services on a resale or facilities basis.

Local Exchange Service - Refers to local service that allows a user of the service to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service may also provide access to and from the telecommunication network for long distance calling.

Meet-Point - The point to which 9-1-1 calls placed by Customer end users are delivered by a third party aggregator or transit provider to the Company’s facilities interconnected with the third party aggregator or transit provider.

Multi-Line Telephone System (“MLTS”) - A telephone system comprised of common control unit(s), telephone sets, and control hardware and software. MLTS includes but is not limited to network and premises-based systems such as Centrex, PBX, hybrid, and key telephone systems.

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.

Nonrecurring Charge (“NRC”) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Point of Interconnection (“POI”) - The point of interface where a Customer-provided transport facility is interconnected to the Company’s network.

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2. DEFINITIONS (CONT'D.)

Point of Presence (“POP”) - The physical location from which a Customer sends 9-1-1 calls placed by the Customer’s end users to Company’s network. The POP may be a CO housing a CSP’s equipment, or it may be a physical location of a third party used by the Customer to deliver 9-1-1 traffic to Company’s network; e.g., an emergency service gateway provider for a VoIP Customer.

Private Branch Exchange (“PBX”) - An arrangement that comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer’s Premises or extended to another Premises of the same Customer.

Pseudo Automatic Number Identification (“pANI”) - A number consisting of the same number of digits as ANI and used to query routing and ALLI 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.

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 severe irreparable damage to property.

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.

Recurring Charges - The charges to the Customer, usually monthly, for services, facilities and equipment, that continue for the agreed upon duration of the service.

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2. DEFINITIONS (CONT'D.)

Service Commencement Date - The first day following the date that 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 that does not conform to standards set forth in the Service Order Agreement or this Schedule, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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 Service Order Agreement form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and in this Schedule.

Service Order Information ("SOI") - Files with end user information, conforming to NENA recommended guidelines found in "Standard Formats & Protocols" or "Standards for Private Switch E9-1-1 Database" that are needed for an E9-1-1 database management system.

Shell Records - Pre-provisioned SOI records by the Dynamic ANI/ALI method of call delivery to determine call routing and the 9-1-1 caller's ANI/ALI to be displayed at the appropriate PSAP.

Voice over Internet Protocol ("VoIP") - IP-based technology that allows real-time, 2-way voice communications over managed, dedicated private IP networks or the public Internet.

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3. SERVICE AREAS

West Safety Communications Inc. Services are offered, subject to availability of facilities and equipment, throughout the State of North Carolina.

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4. SERVICES

4.1 9-1-1 Emergency Services

9-1-1 Emergency Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

9-1-1 Emergency Services include 9-1-1 Routing and Transfer Services that use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy E9-1-1 Selective Router) for call completion to the appropriate PSAP. 9-1-1 Emergency Services also provide services of call bridging and post call activity reporting.

9-1-1 Emergency Services include a data management and delivery service, 9-1-1 ALI Services. 9-1-1 ALI Services provide PSAPs control over ALI data management and reporting. 9-1-1 ALI Services offer features such as “drill down” metric reporting capabilities for wireline, wireless, and Voice over Internet Protocol (VoIP) 9-1-1 calls. The solution includes a web interface for data queries and MSAG management.

9-1-1 Emergency Services are offered subject to the availability of facilities. The Customer is the Governing Authority that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Schedule and the Schedule of Terms and Conditions for the State of North Carolina posted on the West Safety website (www.west.com/safety-services).

9-1-1 Emergency Services are only available to government and quasi-government public safety agencies under contract with a minimum term agreement of one (1) year.

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4. SERVICES (CONT'D.)

4.1 9-1-1 Emergency Services (Cont'd.)

4.1.1 9-1-1 Routing Service

9-1-1 Routing Service is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling control over 9-1-1 call routing operations. 9-1-1 Routing Services utilizes a redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. 9-1-1 Routing Service delivers emergency calls from both traditional and TDM voice and IP-based networks.

West Safety 9-1-1 Routing facilitates interoperability and allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each of the following call types:

- Wireline: Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise PBX over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.
- Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.
- VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider.

A. 9-1-1 Routing Service Features

1. Automatic Number Identification (ANI)

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

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4. SERVICES (CONT'D.)

4.1 9-1-1 Emergency Services (Cont'd.)

4.1.1 9-1-1 Routing Service (Cont'd.)

A. 9-1-1 Routing Service Features (Cont'd.)

2. 9-1-1 Routing Options

a. Selective Routing

The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

b. Trunk Only Routing

Inbound trunks can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

c. Default Routing

When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

d. PSAP Abandonment Routing

If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to recovery locations.

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4. SERVICES (CONT'D.)

4.1 9-1-1 Emergency Services (Cont'd.)

4.1.1 9-1-1 Routing Service (Cont'd.)

A. 9-1-1 Routing Service Features (Cont'd.)

3. 9-1-1 Transfer Options

a. Fixed Transfer

Fixed transfer is a feature that enables a PSAP call taker to transfer a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system that dials the appropriate code.

b. Selective Call Transfer

Selective Call Transfer is a feature enabling a PSAP call taker to transfer an incoming 9-1-1 call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system that dials the appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN.

c. Manual Transfer

A PSAP call taker may transfer an incoming call manually by depressing the hook switch of the associated telephone or the "add" button on approved Customer telephone system, and dialing either an appropriate seven or 10-digit telephone number.

d. Alternate Routing

The Overflow Call Disposition transfer feature enables the ability for callers to be terminated either to a previously designated alternate call center, a prerecorded message or to a busy tone when all PSAP trunks are busy.

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4. SERVICES (CONT'D.)

4.1 9-1-1 Emergency Services (Cont'd.)

4.1.1 9-1-1 Routing Service (Cont'd.)

A. 9-1-1 Routing Service Features (Cont'd.)

4. Call Event Logging

The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected.

4.1.2 9-1-1 ALI Services

A. MSAG Management

9-1-1 Emergency Services include a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.

B. MSAG Build Services

The Company facilitates the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) recommended guidelines.

C. English Language Translation (ELT) Management

ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the 9-1-1 call. The requests are validated for accuracy and either updated into the database, or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer.

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4. SERVICES (CONT'D.)

4.1 9-1-1 Emergency Services (Cont'd.)

4.1.2 9-1-1 ALI Services (Cont'd.)

D. ALI Record Management

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

E. ALI Database Updates

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

F. ANI/ALI Discrepancy Resolution

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

G. Misroute Resolution

An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. West Safety investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution.

H. No Record Found (NRF) Resolution

An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. West Safety will resolve or refer each NRF to the respective TSP for resolution.

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4. SERVICES (CONT'D.)

4.1 9-1-1 Emergency Services (Cont'd.)

4.1.2 9-1-1 ALI Services (Cont'd.)

I. Local Number Portability (LNP) Processing

West Safety supports LNP, which allows Customers to switch from one TSP to another without changing their phone numbers.

J. ALI Delivery

ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

K. Data Support of Wireless and VoIP E9-1-1

Company database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

L. ALI Metrics Reporting

West Safety provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

4.1.3 9-1-1 Exchange Access

9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

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4. SERVICES (CONT'D.)

4.1 9-1-1 Emergency Services (Cont'd.)

4.1.4 ALI Data Access Connections

ALI Data Access Connections provide the PSAP network access to the ALI Database for ALI Delivery.

4.1.5 Diverse Facility Routing

Upon Customer request, and where facilities are available, Company will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities.

4.2 9-1-1 Emergency Services Rules & Regulations

4.2.1 The 9-1-1 Emergency Services Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.

4.2.2 9-1-1 Emergency Services are provided by the Company where facilities and operating conditions permit.

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4. SERVICES (CONT'D.)

4.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

- 4.2.3** 9-1-1 Emergency Services are not intended as a total replacement for the local telephone service of the various public safety agencies that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing call and receiving other calls.
 - 4.2.4** Application for 9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.
 - 4.2.5** 9-1-1 Emergency Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.
 - 4.2.6** The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.
 - 4.2.7** The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.
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4. SERVICES (CONT'D.)

4.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

4.2.8 To the extent permitted under North Carolina law, the Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

4.2.9 The Customer must furnish the Company its agreement to the following terms and conditions.

- A. All 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.
- B. The Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
- C. The Customer will develop an appropriate method for responding to calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
- D. The Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

4.2.10 When 9-1-1 ALI Services are provided, the Customer is responsible for:

- A. Providing information regarding the jurisdictional boundaries associated with all involved public safety agencies.
 - B. Supporting the creation of a master address file for use in validating user address information and application of appropriate jurisdictional responsibility.
 - C. Defining the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location.
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4. SERVICES (CONT'D.)

4.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

4.2.11 When the 9-1-1 Routing is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 4.2.10.C above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.

4.2.12 After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

4.2.13 The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of 9-1-1 ALL Services:

- A. Such information shall be used by the Customer solely for the purpose of aiding the Customer in identifying, updating and/or verifying the addresses of 9-1-1 callers within the Customer's serving areas in connection with the Customer's provision of emergency response services.
 - B. Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
 - C. Customer shall use due care in providing for the security and confidentiality of the information.
 - D. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.
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4. SERVICES (CONT'D.)

4.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

4.2.14 To the extent permitted under North Carolina law, each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 9-1-1 Emergency Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Services hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided by West Safety Communications Inc.

4.3 9-1-1 Emergency Services Rates and Charges

| | <u>Nonrecurring Charge</u> | <u>Monthly Charge</u> |
|------------------------------|--------------------------------|---------------------------|
| 9-1-1 Routing Service | ICB | ICB |
| ALI Management Services | ICB | ICB |
| 9-1-1 Exchange Access Trunks | ICB | ICB |
| ALI Data Access Connections | ICB | ICB |
| Diverse Facility Routing | ICB | ICB |

Notes:

1. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of E911 service to the Customer.
 2. 9-1-1 Routing Services and ALI Management Services are provided as a package. Customer requests to obtain these services separately will be handled individually.
 3. ICB pricing to be determined based upon unique service configuration requirements for each customer including, but not limited to, term of agreement, volume of subscribers served, and proximity of customer to company facilities.
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4. SERVICES (CONT'D.)

4.4 Reserved for Future Use

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4. SERVICES (CONT'D.)

4.5 Communications Service Provider (CSP) E9-1-1 Access Service

4.5.1 Description

CSP E9-1-1 Access Service is an offering that enables Customer to interconnect to Company's network at Company Points of Interconnection (POIs) for the delivery of Customer's end user 9-1-1 calls to the appropriate PSAP.

4.5.2 General

- A. The terms, conditions and rates for CSP E9-1-1 Access Service described in this Schedule are applicable to Customers in the absence of an executed and validly effective interconnection agreement for similar services entered into by Customer and Company that is in effect prior to the effective date of this Schedule, or until such time as there is an executed and validly effective interconnection agreement between the parties.
- B. Where there is a conflict between this Schedule and a validly executed and effective interconnection agreement between Customer and Company, the rates terms and conditions of such interconnection agreement shall control.
- C. Customer and Company will comply with all applicable federal, state and local E9-1-1 service performance rules, including required grade of service.

4.5.3 Regulations

- A. Network Arrangements
 - 1. Customer will provide a minimum of one (1) DS1 transport facility to a minimum of two (2) geographically diverse West Safety POIs that are dedicated for termination of Customers 9-1-1 calls to Company's network.
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4. SERVICES (CONT'D.)

4.5 Communications Service Provider (CSP) E9-1-1 Access Service (Cont'd.)

4.5.3 Regulations (Cont'd.)

A. Network Arrangements (Cont'd.)

2. Customer will order from Company a sufficient number of DS1 and/or DS0 channel termination facilities (minimum of two (2) DS0s) to terminate Customer-provided transport facilities at Company POI(s) using Company's Access Service Request ("ASR") process.

- a. Company's ASR Process guidelines can be found at:

http://www.intrado.com/assets/documents/TSP_Website_Guide.pdf

- b. Company's ASR Ordering Process can be found at:

<http://www.intrado.com/main/intradocommunications/InterconnectionServices/tspinterconnections/interconnectionservices/>

3. Customer will use Signaling System 7 ("SS7") protocol on DS0 interconnections at Company's POI. Where SS7 protocol is unavailable, another type of interconnection signaling will be utilized on an ICB basis and may include additional Customer charges.
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4. SERVICES (CONT'D.)

4.5 Communications Service Provider (CSP) E9-1-1 Access Service (Cont'd.)

4.5.3 Regulations (Cont'd.)

A. Network Arrangements (Cont'd.)

4. Customer shall not deliver 9-1-1 calls to the Company's network that originate outside of Company's designated 9-1-1 serving area as defined by the Governing Authority, except as provided below:
 - a. Split Wire Center – Where Customer's wire center serves end users, some of whom are within Company's designated 9-1-1 serving area, and some of whom are within the designated serving area of another 9-1-1 Service Provider, and Customer does not have the technical capability to segregate 9-1-1 calls placed by end users within Company's serving areas and those calls placed by end user within the serving area of another 9-1-1 Service Provider, Company, Customer and the other the 9-1-1 Service Provider will coordinate with the affected Governing Authority(ies) to: (i) establish call handoff arrangements; (ii) establish which E9-1-1 Service Provider will be directly interconnected with the split wire center to segregate calls necessary for handoff to the other E9-1-1 Service Provider; and, (iii) establish which E9-1-1 Service Provider will receive call handoffs.
 - b. Customer is responsible for all costs associated with Split Wire Center call delivery that is described above, including costs incurred by Company to accommodate Split Wire Center call delivery from the Customer that must be delivered to another E9-1-1 Service Provider.
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4. SERVICES (CONT'D.)

4.5 Communications Service Provider (CSP) E9-1-1 Access Service (Cont'd.)

4.5.3 Regulations (Cont'd.)

B. Dynamic ANI/ALI Arrangements

1. Customer must enter into a separate "Dynamic ANI/ALI Data and Steering Agreement" with Company that describes the terms, conditions and methodology required in order to interconnect Customer's Dynamic ANI/ALI links to Company's ALI system(s).
2. If Customer uses a third party Dynamic ANI/ALI provider, such third party Dynamic ANI/ALI provider must enter into a separate "Dynamic ANI/ALI Data and Steering Agreement" that describes the terms, conditions and methodology required for the third party Dynamic ANI/ALI provider to interconnect their respective Dynamic ANI/ALI links to Company's ALI system(s).

4.5.4 Record Processing Regulations

A. General

1. Upon receiving Customer's written request, Company will provide one (1) copy per year of the Governing Authority's most current MSAG at no charge. Customer requests for additional copies may be subject to a charge.
2. Company will make available daily MSAG updates for retrieval by Customer using Company's Delta MSAG process for MSAG updates. It is the responsibility of the Customer to provide MSAG-valid addresses on all Customer records submitted by Customer. Company's Delta MSAG process for MSAG daily updates is available at:

<http://www.intradocommunications.com/main/productservices/InterconnectionServices/>

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4. SERVICES (CONT'D.)

4.5 Communications Service Provider (CSP) E9-1-1 Access Service (Cont'd.)

4.5.4 Record Processing Regulations (Cont'd.)

- B. General ANI/ALI Data Management Regulations applicable to all ANI/ALI delivery methods
 - 1. Customer will provide to Company one (1) time per year, at no charge, an electronic file containing all active Customer end user records and/or Shell Records for comparison to the Customer information stored in the Company's ANI/ALI database.
 - 2. After initial load of Customer's end user records or Shell Records, Customer must update such records on a daily basis as changes warrant. Additions, deletions or changes must be submitted to Company within one (1) business day of service transaction.
 - 3. To facilitate E9-1-1 record processing and error resolution, Customer and Company will each provide the other contact information for their respective database administration organizations.

 - C. Standard ANI/ALI Data Management
 - 1. End user records provided by Customer must be delivered in a NENA compliant format and must be compatible with Company's ALI Data Management Guide which is available at:

<http://www.intrado.com/main/intradocommunications/Interconnect/onServices/tspalidatamanagement/>
 - 2. Company will return to the Customer all end user records that fail E9-1-1 processing. Customer will retrieve, correct and resubmit returned end user records failing E9-1-1 processing to Company within one (1) business day.
 - 3. Company will not charge Customer for end user record loading and E9-1-1 processing. Customer shall provide at no cost to Company Customer end user records and resubmitted end user records that were returned for corrections.
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4. SERVICES (CONT'D.)

4.5 Communications Service Provider (CSP) E9-1-1 Access Service (Cont'd.)

4.5.4 Record Processing Regulations (Cont'd.)

- D. Dynamic ANI/ALI Data Management
 - 1. Customers using Dynamic ANI/ALI Call Delivery must obtain a sufficient quantity of pANIs to maintain a P.01 grade of service. Where possible, pANI assignments should be obtained in sequential blocks of numbers.
 - 2. Customers using Dynamic ANI/ALI E9-1-1 Call Delivery must obtain pANI assignments from pANI administration entities authorized through regulatory directives and industry-developed guidelines.

4.5.5 Customer Responsibilities

- A. Except as provided in Sections 4.5.2.A and 4.5.3.B, the CSP E9-1-1 Access Service Customer responsibilities described in this section are in addition to all other applicable Customer responsibilities described in other sections of this Schedule.
 - B. Applications for establishment of CSP E9-1-1 Access Service must be made via Company's ASR process.
 - C. Customer will provide contact information for technical assistance that will be available on a 24 hour, 7 day a week, basis, to assist with emergency service call tracing and/or problem resolution.
 - D. Customer will provide Company an Access Carrier Name Abbreviation (ACNA) and an Operating Company Number (OCN) when ordering CSP E9-1-1 Access Service. This requirement is not applicable to Enterprise E9-1-1 customers interconnecting via CSP E9-1-1 Access Service.
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4. SERVICES (CONT'D.)

4.5 Communications Service Provider (CSP) E9-1-1 Access Service (Cont'd.)

4.5.5 Customer Responsibilities (Cont'd.)

- E. Customer will provide Company with the 11-character Common Language Location Identifier (CLLI) designation for each Customer's POP, or an E9-1-1 Facility CLLI Code. This requirement is not applicable to Enterprise E9-1-1 customers interconnecting via CSP E9-1-1 Access Service.
 - F. Customer will inform the Company Network Operations Center (NOC) of any 9-1-1 service-affecting network or data problem immediately upon detection of such problem by Customer, and shall fully cooperate with Company to resolve and correct such problems.
 - G. Customer must respond within one (1) business day to Company inquiries sent to Customer for resolution of misrouted emergency calls.
 - H. CSP will establish point(s) of contact for activities involving rearrangement of facilities and/or activities affecting Customer's POI, or any changes involving NPA splits or Customer end user SOI data.
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4. SERVICES (CONT'D.)

4.5 Communications Service Provider (CSP) E9-1-1 Access Service (Cont'd.)

4.5.6 Company Responsibilities

- A. Except as provided in Sections 4.5.2.A and 4.5.2.B, Company responsibilities described in this section are in addition to all other applicable Company responsibilities described in other sections of this Schedule.
- B. Company will provide Customer with the 11-character CLLI code for POI where Customer's transport facilities will be terminated on Company's network. CLLI codes for each Company POI and POI pairings, and related PSAP information, can be found at:

<http://www.intradocommunications.com/main/productservices/InterconnectionServices/>
- C. Company will maintain diversity when terminating Customer trunks at Company's POI in order to eliminate single points of failure.
- D. Company will provide Customer with Company NOC contact information that is available on a 24-hour, 7-day a week basis to assist with trunk testing and/or resolution of problems on facilities between Customer POPs and Company POIs.
- E. Company will administer ALI steering tables for all Customers using Dynamic ANI/ALI call delivery.

4.5.7 CSP E9-1-1 Access Service Rates and Charges

| Access | Nonrecurring Charge | Monthly Recurring Charge |
|--------------------------------|---------------------|--------------------------|
| Access at Company POI | | |
| Signaling System 7 | No Charge | No Charge |
| Other | ICB | ICB |
| | | |
| Annual Copy of MSAG | | |
| Initial copy | No Charge | No Charge |
| Additional copies in same year | ICB | N/A |

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4. SERVICES (CONT'D.)

4.6 CSP E9-1-1 Transport Service

4.6.1 Description

CSP E9-1-1 Transport Service permits Customers to use Company-provided transport facilities to deliver 9-1-1 calls placed by Customer's end users to Company's Selective Routes for termination to the appropriate PSAP.

4.6.2 General

- A. The terms, conditions and rates for CSP E9-1-1 Transport Service described in this Schedule are applicable to Customers in the absence of an executed and validly effective interconnection agreement for similar services entered into by Customer and Company that is in effect prior to the effective date of this Schedule, or until such time as there is an executed and validly effective interconnection agreement between the parties.
 - B. Where there is a conflict between this Schedule and a validly executed and effective interconnection agreement between Customer and Company, the rates terms and conditions of such interconnection agreement shall control.
 - C. CSP E9-1-1 Transport Service is available to Customers using a third party to aggregate and/or transit and transport 9-1-1 calls placed by Customer's end users to a Company Meet-Point that is not physically located at a Company POI on Company's network.
 - D. The delivery of Customer's end user 9-1-1 calls to a Company Meet-Point by a third party aggregator or transit provider constitutes Customer's acceptance of the terms, conditions and rates described in this Schedule.
 - E. Customer and Company will comply with all applicable federal, state and local E9-1-1 service performance rules, including required grade of service.
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4. SERVICES (CONT'D.)

4.6 CSP E9-1-1 Transport Service (Cont'd.)

4.6.3 Regulations

- A. Customer shall ensure that the third party aggregator or transit provider delivering Customer's 9-1-1 traffic to Company's Meet-Point does not co-mingle Customer's wireline and wireless 9-1-1 traffic over a common trunk group.
- B. To the extent permitted under North Carolina law, the Company's liability, including but not limited to liability for personal injury, interruption of service, failure, errors, acts of omission or other liability of any kind related to the provision of CSP E9-1-1 Transport Service shall be limited to the same extent as set forth elsewhere in this Schedule.
- C. Customer and Company will comply with all applicable federal, state and local E9-1-1 service performance rules, including required grades of service.

4.6.4 Customer Responsibilities

- A. Except as provided in Sections 4.6.2.A and 4.6.2.B, the CSP E9-1-1 Transport Service Customer responsibilities described in this section are in addition to all other applicable Customer responsibilities described in other sections of this Schedule.
 - B. Customer using CSP E9-1-1 Transport Services will provide Company with sufficient information for Company to invoice/bill Customer for such service.
 - C. Customer will provide contact information for technical assistance that will be available on a 24 hour, 7 day a week, basis, to assist with emergency service call tracing and/or problem resolution as necessary.
 - D. Customer will inform the Company Network Operations Center (NOC) of any 9-1-1 service-affecting network or data problem immediately upon detection of such problem by Customer, and shall fully cooperate with Company to resolve and correct such problems.
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4. SERVICES (CONT'D.)

4.6 CSP E9-1-1 Transport Service (Cont'd.)

4.6.5 Company Responsibilities

- A. Except as provided in Sections 4.6.2.A and 4.6.2.A, Company responsibilities described in this section are in addition to all other applicable Company responsibilities described in other sections of this Schedule.
- B. Company will provide Customer with Company NOC contact information that is available on a 24-hour, 7-day a week basis to assist with trunk testing and/or resolution of problems on facilities between Customer POPs and Company POIs.

4.6.6 CSP E9-1-1 Transport Service Rates and Charges

| Nonrecurring Charge per DS1 | Monthly Recurring Charge per DS0 (minimum two DS0s) |
|--------------------------------|--|
| \$150.00 | \$35.00 |

Note 1: Nonrecurring charge applies to each order for Transport Service.

Note 2: Minimum two DS0s applies to initial order for Transport Service.

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5. MODIFICATION OF SCHEDULE

- 5.1** Company reserves the right to modify the services offered, service descriptions, and service regulations in this Schedule from time to time. Customers affected will be notified of any changes in the manner described in Section 11.5 in the Schedule of Terms and Conditions posted on the West Safety website. Changes will become effective ten (10) days after being posted in this Schedule on the West Safety website.
- 5.2** CONTINUED USE OF, OR PAYMENT FOR, SERVICES PROVIDED UNDER A SERVICE ORDER AGREEMENT AFTER NOTIFICATION OF MODIFICATION OF THE SERVICE OR SERVICE REGULATIONS DESCRIBED IN THIS SCHEDULE SHALL BE DEEMED ACCEPTANCE OF THOSE MODIFICATIONS.

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6. STATE LAW

- 6.1** The Service Regulations described herein and the Service Order Agreement and Schedule of Terms and Conditions affecting this Schedule shall be governed by the law of the State of North Carolina regardless of choice of law provision.
- 6.2** Customer may have certain rights under the laws of the state in which it receives Company services. To the extent applicable laws in the state do not permit this Schedule to supersede such rights; those rights provided under applicable state law will govern.
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