

NGA 911, L.L.C.
NYPSC Tariff No. 2 - Telephone
Effective Date: October 13, 2021

Leaf No. 1
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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES WITHIN
THE STATE OF NEW YORK
OF
NGA 911, L.L.C.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications services by NGA 911, L.L.C. within the State of New York. This tariff is on file with the New York Public Service Commission. A copy of this tariff schedule will be available for public inspection during regular business hours at the Company's office located at 8383 Wilshire Boulevard, Suite 800, Beverly Hills, California 90211. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

Issued By:

Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

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Contacting the Company with a Complaint

In the case of a dispute between the Customer and the Company, please contact the Company by phone, email or mail.

- **E-Mail:** Regulatory@nga911.com, or
- **By Phone:** Customer Service
1-877-899-8337
- **By Mail:**

NGA 911, L.L.C.
8383 Wilshire Boulevard
Suite 800
Beverly Hills, CA 90211

Contacting the Public Service Commission

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

- **Online:** <http://www.dps.ny.gov/complaints>, or
- **By Phone:**
Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax
- **By Mail:**
NYS Department of Public Service
Office of Consumer Services, 4th Floor
3 Empire State Plaza
Albany, NY 12223-1350

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PRELIMINARY STATEMENT

NGA 911, L.L.C. (the "Company") has been granted authority by the Public Service Commission of New York (the "Commission") to operate as a facilities-based provider and reseller of telecommunications services within the State of New York, subject to the availability of suitable facilities. This tariff applies only to services for which applicable law or Commission orders require the provision of service on a tarified basis.

This Tariff of Terms and Conditions, Services, and Rates ("Tariff") describes the terms, conditions, and rates under which NGA 911, L.L.C. ("NGA 911" or "Company") will provide telecommunications services, including Emergency Services in the state of New York. By executing a NGA 911 Service Order Agreement (SOA) or Customer Agreement, or by using or paying for services provided herein, the Customer executing the SOA or Customer Agreement or paying for the services agrees to the service regulations and terms and conditions described herein.

SYMBOLS USED IN THIS TARIFF

- (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 an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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Section 1 – Definitions

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this tariff and in special contract for service.

9-1-1: A three-digit telephone number used to facilitate the reporting of an emergency requiring response by a public safety agency.

Agency: For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Alternate Routing ("AR"): Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Automatic Location Identification ("ALI"): The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI"): A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Border Control Function (BCF): Provides a secure entry into the ESInet for emergency calls 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 PSAPs or other entities connected to the ESInet.

Business Hours: The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Call: A generic term used to include any type of Request For Emergency Assistance (RFEA); and is not limited to voice. The term "call" can also be used to refer to either a "Voice Call", "Video Call", "Text Call" or "Data-only call", since they are handled the same way through most of Next Generation 9-1-1 (NG9-1-1).

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Section 1 - Definitions (Cont'd)

Call Bridging: The act of adding an additional party to an existing Call, i.e., the origination of another leg on an existing Call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the Call after the additional party is added.

Call Routing: The process of delivering a 9-1-1 Call to the appropriate PSAP.

Commission: The term "Commission" means the New York Public Service Commission.

Company: The term "Company" or "Utility" means NGA 911, L.L.C.

Customer: The term "Customer" means the entity that contracts for service under this tariff or, as set forth herein, is otherwise responsible for the payment of charges and compliance with the Company's regulations.

Data Synchronization: Keeping multiple datasets in coherence with one another to maintain data integrity

Default Routing ("DR"): When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

Demarcation Point: The physical dividing point between the Company's network and the customer.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

Enhanced 9-1-1 (E9-1-1): An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

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.

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Section 1 - Definitions (Cont'd)

E911 Service Area: The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 Customer: A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

Emergency Call Routing Function (ECRF): A functional element in an Emergency Services IP network (ESInet) which is a Location-toService Translation (LoST) protocol server where location information (either civic address or geo-coordinates) and a Service Uniform Resource Name (URN) serve as input to a mapping function that returns a Uniform Resource Identifier (URI) used to route an emergency Call toward the appropriate PSAP for the caller's location or towards a responder agency.

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

ESInet: An ESInet is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing Next Generation 9-1-1 (NG9-1-1) services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based internetwork (network of networks). The term ESInet designates the network, not the services that ride on the network.

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Section 1 - Definitions (Cont'd)

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

Geospatial Routing: The process by which 9-1-1 Calls are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, Call type, etc. Location may be provided in the form of geo coordinates (longitude and latitude). Location may be conveyed to the system that performs the selective routing function in the form of ANI or pseudo-ANI (p-ANI) associated with a preloaded ALI database record (in Legacy 9-1-1 systems), or in real time in the form of a Presence Information Data Format – Location Object (PIDF-LO) (in NG9-1-1 systems) or whatever forms are developed as 9-1-1 continues to evolve.

Holiday: The term "Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

i3: A standard by which National Emergency Number Association (NENA) defines functional and interface standards for NG9-1-1. NENA i3 introduces the concept of an ESInet, which is designed as an IP based inter-network (network of networks) shared by all agencies which may be involved in any emergency.

i3 Logging: An event and media logger. The Logging Service accepts log event records and media streams in a standardized form, stores them, and provides a standardized retrieval function for these records.

Legacy Network Gateway (LNG): A NG9-1-1 Functional Element (FE) that provides an interface between a non-IP originating network and a Next Generation Core Services (NGCS) enabled network.

Legacy PSAP Gateway (LPG): The LPG is a signaling and media interconnection point between an ESInet and a legacy PSAP. It plays a role in the delivery of Calls that traverse an i3 ESInet to get to a legacy PSAP, as well as in the transfer and alternate routing of emergency Calls between legacy PSAPs. The Legacy PSAP Gateway supports an IP (i.e., SIP) interface towards the ESInet on one side, and a traditional Multi-Frequency (MF) or Enhanced MF interface (comparable to the interface between a traditional Selective Router and a legacy PSAP) on the other.

Legacy Selective Router Gateway (LSRG): The LSRG provides an interface between a 9-1-1 Selective Router and an ESInet, enabling Calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 9-1-1 to NG9-1-1.

Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Location Database (LDB): The Location Database server retains all of the current information, functionality, and interfaces of today's ALI and can utilize the new protocols required in a NG9-1-1 deployment.

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Section 1 - Definitions (Cont'd)

Location Information Server (LIS): A LIS is a functional element in an IP-capable originating network that provides locations of endpoints (i.e., calling device). A LIS can provide Location by-Reference, or Location-by-Value, and, if the latter, in geo or civic forms. A LIS can be queried by an endpoint for its own location, or by another entity for the location of an endpoint. In either case, the LIS receives a unique identifier that represents the endpoint, for example an IP address, circuit-ID or Media Access Control (MAC) address and returns the location (value or reference) associated with that identifier. The LIS is also the entity that provides the dereferencing service, exchanging a location reference for a location value.

Location Validation Function (LVF): A functional element in a NGCS that is a Location-to-Service Translation (LoST) protocol server where civic location information is validated against the authoritative GIS database information. A civic address is considered valid if it can be located within the database uniquely, is suitable to provide an accurate route for an emergency Call and adequate and specific enough to direct responders to the right location.

Location-to-Service Translation (LoST) Protocol: A protocol that takes location information and a Service URN and returns an URI. Used generally for location-based Call Routing. In NG9-1-1, used as the protocol for the ECRF and LVF.

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.

National Emergency Number Association (NENA): A not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.

Network Control Signaling: Transmission of signals (including SIP) used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (Call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching (including virtual switching) equipment in the system.

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

NG9-1-1 Emergency Services: NG9-1-1 Emergency Services means a secure, IP-based, open-standards system comprised of hardware, software, data, NGCS FE, and operational policies and procedures.

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Section 1 - Definitions (Cont'd)

NG9-1-1 Service Provider: The entity responsible for establishing and overseeing the functions necessary to accept NG9-1-1 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.

NGCS Functional Elements (FE): Any of the components of the NENA i3 specification that provide defined functions in delivering geospatial routing of 9-1-1 Calls. These include but are not limited to ESRP, ECRF, LVF, BCF, SI, Policy Store, and i3 Logging Services.

Public Safety Answering Point ("PSAP"): An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

Selective Routing ("SR"): A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

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

Session Initiation Protocol (SIP): A protocol (RFC3261) defined by the Internet Engineering Task Force (IETF) that defines a method for establishing multimedia sessions over the Internet. Used as the Call signaling protocol in VoIP, i2 and i3.

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Section 2 – Description of Service

- A. The Company provides emergency call routing, transport, and related functionalities to public safety answering points (PSAPs).
- B. The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Customer's side of the point of demarcation. In the event that Customer reports a service problem that is determined to be due to one or more causes on Customer's side of the point of demarcation, Customer shall pay the Company its prevailing minimum charge for premises visits, plus its charges (also at its prevailing rates) for any labor and materials expended in repairing the problem.
- C. The Company's services are offered on a statewide basis, subject to availability of adequate facilities on a commercially-reasonable basis.

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Section 3 – Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company
- B. At the time of all initial contacts for service, Applicants will be informed of the services available to the Customer.
- C. Service may be initiated based on a written or oral agreement between the Company and the Applicant. In either case, prior to the agreement, the Subscriber shall be informed of all rates and charges for the services the Customer desires and any other rates or charges that will appear on the Customer's first bill. If the Company accepts a written or oral request for service, the Company will, within 10 days of initiating the service order, provide written confirmation that includes a brief description of the services ordered, itemization of all charges that will appear on the customer's bill, and a statement of all material terms and conditions that could affect what the Customer pays for service. The written confirmation will be in the language in which the sale was made.
- D. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.

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Section 4 - Special Information Required on Forms

A. Customer Bills

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

- (1) When to pay the bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay the bill;
- (5) Questions about the bill;
- (6) In addition to the above, each bill will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company.

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Section 5 - Notices

A. General

1. Unless otherwise provided by this tariff, any notice by the Company to a Customer must be given by written notice mailed to the Customer's last known address. Where written notice is given to a Customer or the Commission, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by this tariff, any notice by a Customer or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Requests for rates and information regarding the terms and conditions of service may be made by contacting the Company during regular Business Hours by telephone at 877-899-8337. Customers will be advised, at least 30 days in advance of changes to the rates, terms, or conditions of service.

C. Discontinuance of Service

1. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.
2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class to the Customer not less than 20 calendar days prior to termination. Suspension of service will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice. Each notice will include all of the following information:
 - a. The name and address of the Customer.
 - b. The amount that is delinquent.
 - c. The date when payment or arrangements for payment must be made in order to avoid termination.
 - d. The procedure the Customer may use to request amortization of the unpaid charges.
 - e. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
 - f. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
 - g. The telephone number of the Commission where the Customer may direct inquiries.

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Section 5 - Notices (Cont'd)

D. Other

On request, the Company will provide each Applicant and Customer with the following information:

1. Commission Order and Case Number confirming the Company's authority to operate as a telecommunications provider within New York.
2. The address and telephone number of the Public Service Commission of New York to verify its authority to operate.
3. A toll-free number to call for service or billing inquiries, along with an address where the Applicant or Subscriber may write the Company.
4. A full disclosure of all fictitious names under which the Company operates.
5. The names of billing agents the Company uses in place of performing the billing function itself.

E. Violations

A Customer has the right to bring a complaint against the Company if the Company provides information to the Customer that is allegedly in violation of the Company's tariffs.

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Section 6 - Rendering and Payment of Bills

- A. Customers' bills are issued monthly. The Customer will receive bills 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 may contain monthly recurring charges, which are billed in advance, usage charges, which are billed in arrears, and the last date for timely payment, which date will be displayed prominently on the bill. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Customer s' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Customer's bill. A Customer will have 15 days from the due date to timely pay the charges stated. The last date for timely payment will be displayed prominently on the bill.
- D. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1.5% per month from the due date on all delinquent amounts.
- E. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

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Section 7 - Disputed Bills

In the event a Customer disputes the amount of a bill for the Company's service, the Company will, at the Customer's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Customer's service may be subject to disconnection if the Company has notified the Subscriber by written notice of such delinquency and impending termination.

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Section 8 - Discontinuance and Termination of Service

A. Discontinuance by Customer

1. Customer may discontinue service by giving the Company proper notice as specified in Section 5, section C.2. The Customer is responsible for payment of all charges incurred for the period during which service is rendered.
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
 - (i) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer. Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice. In the event an action is brought for nonpayment, the nonprevailing party may be liable for reasonable court costs and attorney's fees as determined by the Commission or by the court.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) Failure to post a required deposit or guarantee.
 - (iv) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
 - (v) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
 - (vi) Any violation of the conditions governing the furnishing of service.
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least eight (8) days after such notice is given. Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.

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Section 9 – Additional Provisions Applicable to Business Customers

A. Dishonored Checks

If a Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service. The Company may also imposed a non-sufficient fund fee of \$20.00 for each check that is not honored by the Customer's financial institution.

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Section 10 - Continuity of Service/Allowances for Service Interruptions

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance. Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as specified below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

A. Credit for Interruptions

- (1) An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. 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. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (3) A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - (a) If interruption continues for less than 24 hours:
 - i) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - ii) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
 - (b) If interruption continues for more than 24 hours:
 - i) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - ii) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions.
 - iii) Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
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Section 10 - Continuity of Service/Allowances for Service Interruptions (Cont'd)

(b) If interruption continues for more than 24 hours:

- iv) Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.
- v) For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service which is subject to physical inspection, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

B. Limitations on Credit Allowances

No credit allowance will be made for:

- (1) interruptions due to the negligence of, or non-compliance with the provisions of this tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- (2) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- (3) interruptions of service during any 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;
- (4) interruptions of service during any period when the customer has released service to the Company for aintenance purposes or for implementation of a customer order for a change in service arrangements; e. interruptions of service due to circumstances or causes beyond the control of the Company.

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Don Ferguson, Chief Executive Officer
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Section 11 – Limitation of Liability

Liability of the Company

- A. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- B. The company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- C. The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.
- D. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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Section 12 – Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it may either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Any person who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Customer relationship, may be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection as determined by a court.

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Section 13 – Customer Responsibility

- A. Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from: (1) claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the Commission or the court), and liability for patent infringement arising from (i) combining with, or using in connection with facilities the Company furnished, facilities Customer, an authorized user, or joint user furnished or (ii) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and (2) all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the Commission or the court), or liability arising out of any act or omission by Customer, an authorized user, or joint user in connection with the service.
- B. In addition and without limitation, Customer, authorized users, or joint users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.

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Section 14 – Facilities on Customer’s Premises and Service Connections

The Customer shall permit the Company, including its authorized employees, agents, or contractors, such access to the Customer’s premises to enable the Company to install such facilities and equipment at the Customer’s premises that is required to provide service, and to maintain, repair, replace, and remove any such facilities or equipment, once installed.

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Section 15 - Emergency Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority

A. General

- (1) The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- (2) The TSP program has two components, restoration and provisioning
- i. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - ii. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

- (3) TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- (i) determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - i. National Security Leadership
 - ii. National Security Posture and U.S. Population Attack Warning
 - iii. Public Health, Safety, and Maintenance of Law and Order
 - iv. Public Welfare and Maintenance of National Economic Posture

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8383 Wilshire Blvd., Suite 800
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Section 15 - Emergency Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority (Cont'd)

(3) TSP Request Process – Restoration (Cont'd)

- (ii) Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- (iii) Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- (iv) For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- (v) Submit the SF 315 to the OPT.
- (vi) Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

(4) TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 3 above for restoration priority assignment except for the following differences. The user should:

- (i) Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- (ii) Verify that the Company cannot meet the service due date without a TSP assignment.
- (iii) Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

(5) Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- (i) Identify telecommunications services requiring priority.
- (ii) Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years and must be done before expiration of the end-user's TSP Authorization Code(s).

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Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

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Section 15 - Emergency Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority (Cont'd)

(5) Responsibilities of the End-User (Cont'd)

- (iii) Accept TSP services by the service due dates.
- (iv) Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- (v) Pay the Company any authorized costs associated with priority services.
- (vi) Report to the Company any failed or unusable services with priority levels.
- (vii) Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- (viii) Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

(6) Responsibilities of the Company

The Company will perform the following:

- (i) Provide TSP service only after receipt of a TSP authorization code.
- (ii) Revoke TSP services at the direction of the end-user or OPT.
- (iii) Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- (iv) Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- (v) Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- (vi) Confirm completion of TSP service order activity to the OPT.
- (vii) Participate in reconciliation of TSP information at the request of the OPT.
- (viii) Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- (ix) Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- (x) Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.

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8383 Wilshire Blvd., Suite 800
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(6) Responsibilities of the Company (Cont'd)

- (xi) Disclose content of the NS/EP TSP database only as may be required by law.
- (xii) Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

(7) Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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8383 Wilshire Blvd., Suite 800
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Section 16 - Automatic Number Identification

A. Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- f. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24-month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

B. Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Section 24, 25 and 26 of the Public Service Law.

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Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

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Section 17 - Critical Facilities Administration Service

A. Program Overview

- (1) Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.
- (2) Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

B. Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- (1) Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- (2) Subscribe to the Critical Facilities Administration service offered by their carrier and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

C. Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- (1) Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- (2) Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- (3) Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- (4) Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities

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Section 17 - Critical Facilities Administration Service (Cont'd).

C. Carrier Obligations (Cont'd)

- (5) Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- (6) The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven-day basis.

D. Rates

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

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Section 18 - Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

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Section 19 –Service Offerings

NG9-1-1 Emergency Service

A. NG9-1-1 Emergency Services Customer

The NG9-1-1 Emergency Services Customer may be a federal, state, local government agency, municipality, 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. The Company shall deliver the NG9-1-1 call to the Customer and does not undertake to answer and/or forward 9-1-1 or other emergency Calls.

B. Application for Service

Application for NG9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, the agent must provide a letter of agency in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.

C. Administration Lines

NG9-1-1 Emergency Services are not intended as a complete replacement of the local telephone service of the Customer's public safety agency that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing Calls and receiving other Calls.

D. Call Forwarding

The Company shall deliver the NG9-1-1 call to the Customer and does not undertake to answer and/or forward 9-1-1 or other emergency Calls. The Company delivers its service to enable the Customer's personnel to respond and/or forward such Calls.

E. Handling of 9-1-1 Calls

NG9-1-1 Emergency Services are solely provided to the Customer for handling 9-1-1 Calls in connection with fire, police and other emergencies. The provision of NG9-1-1 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.

F. Monitoring of Facilities

The rates charged for NG9-1-1 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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Section 19 –Service Offerings (Cont'd)

NG9-1-1 Emergency Service (Cont'd)

G. Loss or Damage

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.

H. Terms and Conditions

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

- (1) All 9-1-1 or other emergency Calls will be answered twenty-four (24)-hour day, seven-day week, three-hundred-sixty-five (365) days a year (three-hundred-sixty-six (366) days on leap year).
- (2) The Customer has responsibility for dispatching all appropriate emergency services or will undertake to transfer all emergency Calls received to the federal, state, local government agency, municipality, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated with responsibility for dispatching such services, to the extent that such services are reasonably available.
- (3) The Customer will develop an appropriate method for responding to Calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
- (4) The Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing Calls, and for receiving other Calls. NGA 911 does not provide retail switched voice local exchange services, including dial tone, to end-user customers.

I. Customer Responsibility for Handling NG9-1-1 Call

When NG9-1-1 Services are provided, the Customer is responsible to:

1. Provide updated information regarding the jurisdictional boundaries associated with all involved public safety agencies within its jurisdiction. The Customer is responsible to provide updates/additions/changes/deletion of jurisdictional boundaries to Company within three (3) days.
2. Support the creation of the LVF master address file for use in validating user civic address information against the authoritative GIS database.
3. Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location. The Customer is responsible to provide updates/additions/changes/deletion of jurisdictional boundaries to Company within three (3) days.

J. Primary and Secondary PSAPs

When the Call Routing is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted herein and providing the access or telephone numbers required to support the selective transfer feature of Call Routing.

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8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

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Section 19 –Service Offerings (Cont’d)

NG9-1-1 Emergency Service (Cont’d)

K. Location Updates

Once service is established, the Customer shall have a process to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of changes in street names, establishment of new streets, changes in address ranges, closing and abandonment of streets, annexations, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address changes to Emergency Services Zones, 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.

L. Confidentiality of Information

The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of NG9-1-1 Location Services and NG9-1-1.

- (1) Such information shall only 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.
- (2) 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.
- (3) Customer shall use due care in providing for the security and confidentiality of the information.
- (4) Customer shall not make copies of the information except as may be essential for the verification of emergency assistance services.
- (5) 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:
 - (a) 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
 - (b) 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
 - (c) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this Tariff.

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Section 19 –Service Offerings (Cont’d)

Emergency Service Offerings

A. NG9-1-1 Emergency Service

NG9-1-1 Emergency Services are telecommunications services that permit a PSAP to receive emergency Calls placed by dialing the numbers 9-1-1 and/or emergency Calls originated by alarms, personal communications devices, sensors, or telephony devices. 9-1-1 Emergency Services support interconnection to other Originating Service Providers for the purpose of receiving emergency Calls originating in another providers’ network. 9-1-1 Emergency Services include 9-1-1 Routing and Transfer Services that use a Call management system to either directly perform the geospatial or 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 9-1-1 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.

- The Company’s Cloud Services are built to the published NENA i3 specifications NENA-STA 010.2-2016 (originally 08-003) and conform to the industry Standard i3 Architecture to guarantee a non-proprietary solution that supports interoperability among systems and services that adopt and conform to its specifications.

B. NG9-1-1 LDB Service

NG9-1-1 Location Database Service includes the ongoing utilization of ALI in a NG9-1-1 Call Routing deployment in support of customers transitioning to the usage of GIS data for Geospatial Routing.

C. NG9-1-1- ECRF/LVF

NG9-1-1 ECRF/LVF Service includes a Spatial Interface (SI) for the importation of Geospatial Information into the ECRF/LVF database.

D. NG9-1-1- Network Elements

The Company’s solution utilizes a diverse, 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. The Company Network Elements are described below and are referenced in the Network Element Diagram in this Section.

(1) NG9-1-1 Ingress Network

When an ESInet is not available to terminate at the Customer CPE an Originating Service Providers (OSP) shall connect TDM traffic to the Company's LNG as specified by the Company at the OSP Point of Interconnection (P01) or a Company defined Meet Point within the Incumbent Local Exchange Carrier network. OSP originated SIP traffic must terminate at the OSP POI of the Company specified data centers.

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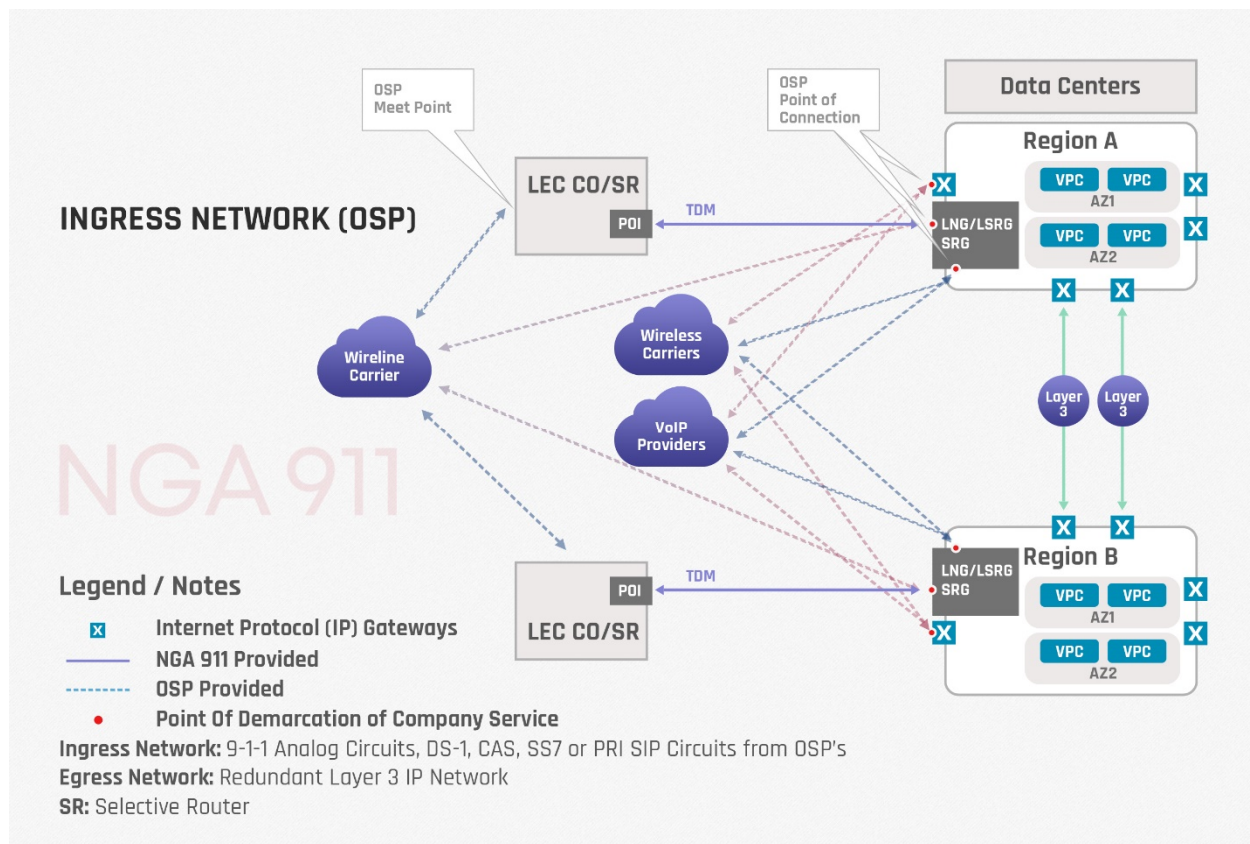
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Section 19 - Service Offerings (Cont'd)

Emergency Service Offerings (Cont'd)

D. NG9-1-1 Network Elements (Cont'd)

(1) NG9-1-1 Ingress Network (Cont'd)



(2) Inter-Tandem Transition

LSRG's will provide trunking back to the existing E9-1-1 LEC tandem during the transitional phase. These trunks will allow Call Transfers between the LEC E9-1-1 tandem and the Company's Call routers and vice-versa. The Company will provide the LSRG and trunks that the Company deems necessary for the handling of E9-1-1 Call Transfer between the Company's Call router and those PSAPs which remain connected to the existing E9-1-1 LEC tandem.

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Section 19 – Service Offerings (Cont'd)

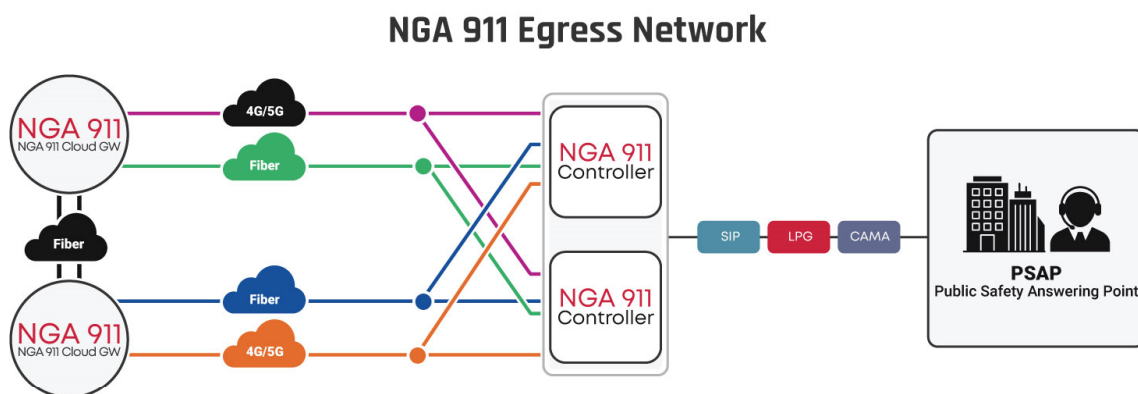
Emergency Service Offerings (Cont'd)

D. NG9-1-1- Network Elements (Cont'd)

(3) NG9-1-1 Egress Network

The Company will terminate its IP transport to:

- (a) the Legacy PSAP Gateway where the PSAP 9-1-1 analog trunks terminate, or



Legend / Notes

NGA 911 Cloud GW - Highly available origination appliance managing diverse connections to bond, aggregate, segment secure and route traffic to a specific PSAP.

NGA 911 Controller - High availability termination of diverse connections at a specific PSAP. Receives and manages signaling, media and security as a Border Control Function (BCF).

Fiber - Primary broadband path to the PSAP. Bandwidth is based on the needs of the PSAP, 10 Mbps, 100 Mbps, etc.

4G/5G - LTE connection to the PSAP for the tertiary backup.

SIP - Connectivity from NGA 911 controller to i3 or SIP capable CPE.

LPG - Legacy PSAP Gateway - Converts SIP to CAMA for non-i3 or SIP capable PSAP

CAMA - Centralized Automatic Message Accounting (CAMA 9-1-1 Trunk)

NGA 911 is responsible for all elements/connectivity to the demarcation at the PSAP CPE.

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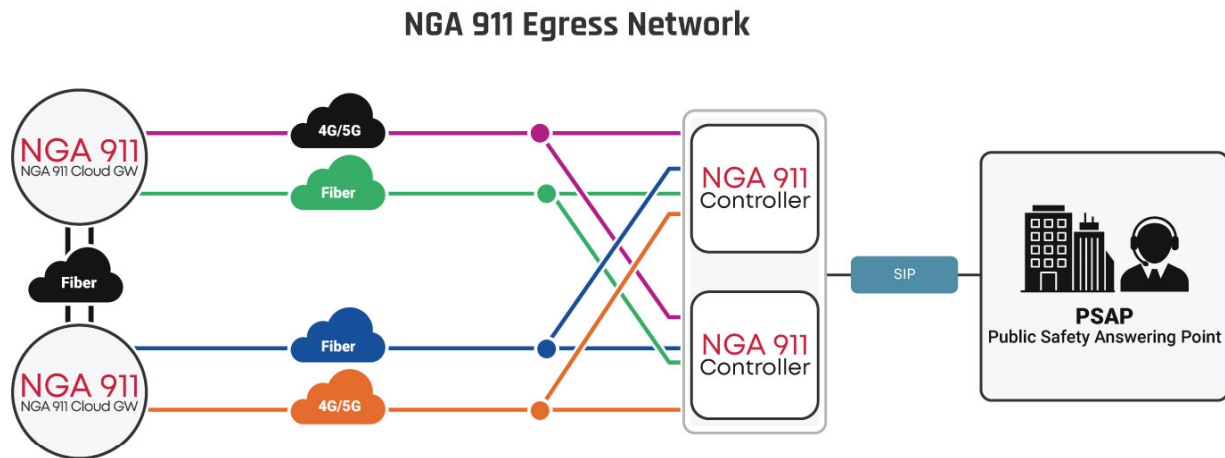
Emergency Service Offerings (Cont'd)

D. NG9-1-1- Network Elements (Cont'd)

(3) NG9-1-1 Egress Network (Cont'd)

The Company will terminate its IP transport to: (Cont'd)

- (b) when the Company is to connect to an IP enabled Call Handling System, the IP router serving the IP enabled Call Handling System.



Legend / Notes

NGA 911 Cloud GW - Highly available origination appliance managing diverse connections to bond, aggregate, segment secure and route traffic to a specific PSAP.

NGA 911 Controller - High availability termination of diverse connections at a specific PSAP. Receives and manages signaling, media and security as a Border Control Function (BCF).

Fiber - Primary broadband path to the PSAP. Bandwidth is based on the needs of the PSAP, 10 Mbps, 100 Mbps, etc.

4G/5G - LTE connection to the PSAP for the tertiary backup.

SIP - Connectivity from NGA 911 controller to i3 or SIP capable CPE.

NGA 911 is responsible for all elements/connectivity to the demarcation at the PSAP CPE.

Legacy PSAP Gateways are offered separately via ICB arrangements. The Company will provide IP Transport from Data Center to the PSAP's Call Handling System Host or Gateway. The IP network connects the Data Center to the Call Handling System Host.

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Section 19 –Service Offerings (Cont’d)

Emergency Service Offerings (Cont’d)

D. NG9-1-1- Network Elements (Cont’d)

(4) Exclusions:

For the purpose of clarity, the following are excluded from Network Elements:

- (a) 9-1-1 Call Handling System Host to the 9-1-1 Call Handling Work Stations.
- (b) 10-digit lines for the purpose of Call Transfer/conference (i.e. administrative lines).
- (c) Non-Call Router to PSAP trunks (administrative lines or point-to-point TDM trunks for ALI)
- (d) ALI circuits to ALI database (when database provided by other than Company).
- (e) Disaster Alternative Network - The Company does not furnish additional PSTN (Public Switched Telephone Network) services for alternative disaster mode conditions.

(5) ESInet

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

(a) i3

A standard by which NENA defines functional and interface standards for NG9-1-1. NENA i3 introduces the concept of an ESInet, which is designed as an IP based inter-network (network of networks) shared by all agencies which may be involved in any emergency.

(b) LNG

A NG9-1-1 FE that provides an interface between a non-IP originating network and a NGCS enabled network.

(c) LPG

The LPG is a signaling and media interconnection point between an ESInet and a legacy PSAP. It plays a role in the delivery of Calls that traverse an i3 ESInet to get to a legacy PSAP, as well as in the transfer and alternate routing of emergency Calls between legacy PSAPs. The LPG supports an IP (i.e., SIP) interface towards the ESInet on one side, and a traditional MF or Enhanced MF interface (comparable to the interface between a traditional Selective Router and a legacy PSAP) on the other. The LPG is the interface from the ESInet to a PSAP without NG9-1-1 capable CPE.

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Emergency Service Offerings (Cont’d)

D. NG9-1-1- Network Elements (Cont’d)

(5) ESInet (Cont’d)

(d) LSRG

The LSRG provides an interface between a 9-1-1 Selective Router and an ESInet, enabling Calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 9-1-1 to NG9-1-1.

(e) SIP

A protocol (RFC3261) defined by the Internet Engineering Task Force (IETF) that defines a method for establishing multimedia sessions over the Internet. Used as the Call signaling protocol in VoIP, i2 and i3.

(6) NGCS FE

Any of the components of the NENA i3 specification that provide defined functions in delivering geospatial routing of 9-1-1 Calls. These include but are not limited to ESRP, ECRF, LVF, BCF, SI, Policy Store, and i3 Logging Services.

(a) NGCS

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

(b) ECRF

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

(c) ECRF/LVF

The ECRF accurately routes 9-1-1 calls to the appropriate PSAP based on the caller's location. In a NG9-1-1 system, the ECRF along with the LVF replace the current MSAG.

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Emergency Service Offerings (Cont'd)

D. NG9-1-1- Network Elements (Cont'd)

(6) NGCS FE (Cont'd)

(d) BCF

The BCF provides a secure entry into the ESInet for emergency calls 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 PSAPs or other entities connected to the ESInet. After a routing decision has been made by the BCF at the edge of NGCS it is handed over to the PSAP.

(e) i3 LOGGING

An event and media logger. The Logging Service accepts log event records and media streams in a standardized form, stores them, and provides a standardized retrieval function for these records.

(7) NG9-1-1 Call Routing Service Features

(a) NG9-1-1 Call Routing

The Company's NG9-1-1 Routing Service is a secure, Public Safety Grade (PSG), IP-based, open standards system, dedicated managed network that provides functional elements (FE) for i3 advanced 9-1-1 call routing operations. The NG9-1-1 Routing Service delivers emergency Calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, NG9-1-1 Routing Service also provides IP based Call processing capabilities. The NG9-1-1 Routing Service processes all types of emergency calls, including voice, text, data, and multimedia information; acquires and integrates additional emergency call data useful to call routing and handling; delivers the emergency calls, messages, and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller; supports voice, data, video, text, and other communications needs for coordinated incident response and management; and interoperates with services and networks used by first responders to facilitate emergency response. NG9-1-1 Call Routing provides real-time routing information to the PSAP when a route can be derived from the underlying geospatial street centerline database or route to the prescribed default location. NG9-1-1 call routing supports Wireline, Wireless, and VoIP calls. The Customer has the ability to report, capture, and designate specific instructions for handling each of the following Call types: Wireline, Wireless, and VoIP calls.

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Section 19 –Service Offerings (Cont'd)

Emergency Service Offerings (Cont'd)

D. NG9-1-1- Network Elements (Cont'd)

(7) NG9-1-1 Call Routing Service Features (Cont'd)

(b) Geospatial Routing

Geospatial Routing is emergency call routing to the appropriate PSAP or other designated destination based on the caller's location, call characteristics, GIS data, and pre-defined policies to the appropriate PSAP. Geospatial Routing must relate or map the civic address to a location in the GIS database that can be intersected with service area boundaries to identify the target PSAP. The ECRF interfaces with the ESRP using Presence Information Data Format Location Object (PIDF-LO) and provides real-time routing information to the PSAP when a route can be derived from the underlying geospatial street centerline database or route to the prescribed default location.

Location may be provided in the form of geo coordinates (longitude and latitude). Location may be conveyed to the system that performs the selective routing function in the form of ANI or pseudo-ANI associated with a preloaded ALI database record (in Legacy 9-1-1 systems), or in real time in the form of a Presence Information Data Format — Location Object (PIDF-LO) (in NG9-1-1 systems) or whatever forms are developed as 9-1-1 continues to evolve.

(c) ESRP

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

- Originating ESRP: It receives calls from the BCF at the edge of the ESInet.
- Terminating ESRP: The last ESRP for a call in NGCS.

(d) PRF

The PRF is a functional component of an ECRP that determines the target PSAP using predetermined rules based on location and policies set forth by the PSAP. PRF policies are customizable by each agency for alternate or secondary routes and transmission of 9-1-1 calls when the primary route between NGCS and the PSAP is "traffic busy" where the PSAP is either temporarily out of service or overloaded with calls. PRF policies are compliant to the NENA defined policy definitions and format. The ESRP is the selective router for NG9-1-1, performs IP routing of all calls through the NG9-1-1 system and is managed and controlled by a PRF which utilized multiple FE's to make routing decisions.

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Section 19 - Service Offerings (Cont'd)

Emergency Service Offerings (Cont'd)

D. NG9-1-1- Network Elements (Cont'd)

(7) NG9-1-1 Call Routing Service Features (Cont'd)

(e) LIS

A LIS is a functional element in an IP-capable originating network that provides locations of endpoints (i.e., calling device). A LIS can provide Location-by-Reference, or Location-by-Value, and, if the latter, in geo or civic forms. A LIS can be queried by an endpoint for its own location, or by another entity for the location of an endpoint. In either case, the LIS receives a unique identifier that represents the endpoint, for example an IP address, circuit-ID or Media Access Control (MAC) address and returns the location (value or reference) associated with that identifier. The LIS is also the entity that provides the dereferencing service, exchanging a location reference for a location value. Must validate civic locations information placed in its LIS using a LVF.

- Anytime a civic location is changed in a LIS, such as a street name change, building name change, or any other modification of a civic location, must validate the proposed update to the civic location against the LVF data.

(f) LDB

The LDB server retains much of the current information, functionality, and interfaces of today's ALI and can utilize the currently defined i3 protocols required in a NG9-1-1 deployment. The LDB integrates with existing E9-1-1 and NG9-1-1 infrastructure, supporting current and future versions of location validation, emergency call routing and location-based call routing. The LDB consists of database and database management software.

(g) LoST Protocol

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

A protocol that takes location information and a Service URN and returns a URI. Used generally for location-based Call Routing. In NG9-1-1, used as the protocol for the ECRF, and LVF.

(h) 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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Section 19 - Service Offerings (Cont'd)

Emergency Service Offerings (Cont'd)

D. NG9-1-1- Network Elements (Cont'd)

(8) GIS Functional Elements (FE)

The ECRF, identifies the correct PSAP for incident handling and enables dispatching first responders to the correct location in the quickest possible time.

To accomplish its function, the ECRF uses qualified geospatial streets and address databases to geocode civic addresses and Lat/Longs and transforms them into a PSAP URN to establish the primary PSAP routable location. The ECRF provides geolocation information to PSAPs and first responders. Using Lat/Long or civic address information, the ECRF queries access geocoding functionality and PSAP location data to produce validated URI routes.

The ECRF depends upon a geospatial data model resident in the authoritative production database and is a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

(a) SI

SI is the interface between the GIS provided information and the functional elements that consume GIS data, such as the ECRF, and/or LVF.

(b) LVF

A functional element in a NGCS is a LoST protocol server where civic location information is validated against the authoritative GIS database information. A civic address is considered valid if it can be located within the database uniquely, is suitable to provide an accurate route for an emergency Call, adequate and specific enough to direct responders to the right location.

(9) 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 requesting the bridge to add the SIP URI of the transfer target.

(b) Selective Call Transfer

Selective Call Transfer is a feature enabling a PSAP to transfer an incoming 9-1-1 Call to another agency supported by the following methods:

1. Initiate a LoST request to the ECRF, specifying the location of either the 9-1-1 caller or of the Incident and the Service URN of the required emergency service (for example, fire, police or Emergency Medical Services (EMS)). The ECRF will return the SIP URI necessary to reach the service.

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Beverly Hills, CA 90211

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Emergency Service Offerings (Cont'd)

D. NG9-1-1- Network Elements (Cont'd)

(9) Transfer Options (Cont'd)

2. Request the bridge to add the SIP URI received from the ECRF to the call.

(c) Dynamic Call Routing

1. Time of Day Routing

Calls may be diverted from a PSAP according to several policies. Note that the PSAP operational state may be modified to engage the appropriate routing policy by contacting the NOC, online, or via sensors installed in the PSAP. The following types of routing policies are supported.

2. Diversion Routing

The diversion routing policy is applied whenever the PSAP opts to engage alternate diversion routing rules.

3. Abandonment/Night Service Routing

The abandonment policy is engaged whenever the terminating ESRP (PSAP) operational state is defined as 'Disabled'.

4. Special Event Routing

Special event routing is a special type of diversion routing policy that is applied during a scheduled time window. If a PSAP jurisdiction contains venues that host events that may warrant dedicated call handling (mobile command center or dedicated resources at the PSAP), special event polygons can be pre-provisioned.

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Section 20 - Rates and Charges

NG 9-1-1 Tariff Service Item	Unit of Measure	NRC	MRC
NG 9-1-1 Transitional Services			
NRC Project Initiation and Design		\$ ICB	-
Selective Routing - as a standalone service		-	\$ ICB
ALI and associated data - as a standalone service		-	\$ ICB
Geo-coding from ALI Database	Per valid record	-	\$ ICB
GIS Data synchronization	Per valid record	-	\$ ICB
MSAG update process	Per valid record	-	\$ ICB
NG 9-1-1 Trunk Services			
NG 911 Monthly Circuit Cost (1 Mbps)	Per Connection	-	\$ ICB
NG 911 Monthly Circuit Cost (10 Mbps)	Per Connection	-	\$ ICB
NG 911 Monthly Circuit Cost (100 Mbps)	Per Connection	-	\$ ICB
NG 911 Monthly Circuit Cost (1000 Mbps)	Per Connection	-	\$ ICB
NG 911 One-time Circuit Install & Test	Per Connection	\$ ICB	-
NG 9-1-1 Aggregation Services			
NRC Project Initiation and Design	Per Region	\$ ICB	-
IP Soft switch	Regional Call Volume	-	\$ ICB
BCF - Border Control Function	Regional Call Volume	-	\$ ICB
SBC - Session Border Control	Regional Call Volume	-	\$ ICB
Security / firewall	Regional Call Volume	-	\$ ICB
Management, monitoring	Regional Call Volume	-	\$ ICB
LNG (if SS7 is used) – Legacy Network Gateway	Per Gateway	-	\$ ICB

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 Beverly Hills, CA 90211

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Section 20 - Rates and Charges (Cont'd)

NG 9-1-1 Regional Core Service

NGCS per NENA i3 requirements and standards	Per Region	-	\$ICB
LPG - Legacy PSAP Gateway	Per Gateway	-	\$ICB
IV & V - Independent Verification & Validation	Per Region	-	\$ ICB
Regional Interoperability Connection (ESInet to ESInet)	Per Region	\$ ICB	\$ ICB
PSAP Integration	Per PSAP	\$ ICB	-
Performance Reporting	Per Region	-	\$ ICB
Call Logging	Per Region	-	\$ ICB
Statewide Outage Reporting	Per Region	-	\$ ICB
NRC Project Initiation and Design	Per Region	\$ ICB	-
NRC New Technology Region Integration	Per Region	\$ ICB	-
NRC New Technology PSAP Integration	Per PSAP	\$ ICB	-
NRC New Technology PSAP Integration	Per hour	\$ ICB	-

NG 9-1-1 Prime Specific Functions and Services

NGCS per NENA i3 requirements and standards	Statewide	-	\$ ICB
LPG - Legacy PSAP Gateway	Per Gateway	-	\$ ICB
NG Text to 9-1-1 – Web Based OTT	Per position	-	\$ ICB
NG Text to 9-1-1 – Integrated Per PSAP - \$			
IV & V - Independent Verification & Validation	Statewide	-	\$ ICB
Regional Interoperability Connection (ESInet to ESInet)	Per Region	\$ ICB	\$ ICB
PSAP Integration	Per PSAP	\$ ICB	-
Performance Reporting	Statewide	-	\$ ICB
Call Logging	Statewide	-	\$ ICB
Outage Reporting	Statewide	-	\$ ICB
NRC Project Initiation and Design	Statewide	\$ ICB	-
NRC New Technology Statewide Integration	Statewide	\$ ICB	-
NRC New Technology PSAP Integration	Per PSAP	\$ ICB	-
NRC New Technology PSAP Integration	Per hour	\$ ICB	-
Statewide 911 GIS	Per PSAP	\$ ICB	-
Statewide Call Data Record Management System	Per PSAP	\$ ICB	-
Selective Routing - as a standalone service		-	\$ ICB
GIS Data synchronization	Per valid record	-	\$ ICB
MSAG update process	Per valid record	-	\$ ICB

Issued By:

Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

NGA 911, L.L.C.
NYPSC Tariff No. 2 - Telephone
Effective Date: October 13, 2021

Leaf No. 50
Revision: 0
Superseding Revision:

Section 21 - Taxes and Surcharges

A. Telephone Surcharges

In addition to the rates and charges applicable according to the Sections and regulations of this Tariff, various surcharges apply to the customer's monthly bill statement. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed on Statement which is at the end of this Tariff.

Municipal excise taxes are billed as separate line items and are not included in the rates quoted herein. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption. In certain cities and villages, a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed on Statement GRTS 1 which is at the end of this Tariff.

B. Surcharge for State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.

C. Gross Revenue, Gross Income and Gross Earnings Surcharges

In addition to all recurring, non-recurring, minimum usage, or special charges, Customer shall pay each of the following surcharges designed to recover gross revenue, gross income, and gross earning taxes imposed on the Company:

- (i) State Gross Revenue Tax Surcharge rates, imposed on all charges for recurring, nonrecurring, minimum usage, or special charges for intrastate service as follows:

<u>Period</u>	<u>Surcharge</u>
7/1/2000 and beyond	2.9405%

- (ii) New York City surcharge, equal to 2.23%, imposed on all charges for services consumed within the City of New York.

- (iii) The MTA surcharge, equal to 0.73% for the period October 1, 1998 and beyond, is imposed on all charges for services consumed with the Metropolitan Commuter Transportation District.

- (iv) The surcharges noted above shall be added to all charges for services (except for late payment charges and returned check charges), and together with all such charges, shall be subject to all sales, use, and excise taxes payable by subscriber. These surcharges are not applicable to services provided for resale to telecommunications companies possessing a certificate of public convenience and necessity issued by the Commission.

Issued By:

Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211