

## Schedule of Services & Rates

For Washington state

Offered by

Northwest Open Access Network

### 1. INTRODUCTION

This Schedule of Services & Rates ("Schedule") describes the services offered by Northwest Open Access Network, ("NoaNet") in the state of Washington. By executing a NoaNet Service Order ("SO"), or by ordering, using or paying for Services under this Schedule of Service & Rates, the Customer executing the SO, or using or paying for the services, agrees to the service regulations described herein and the terms and conditions described in NoaNet Master Service Agreement, ("MSA") for the State that is available on the NoaNet website at [www.noanet.net](http://www.noanet.net), under "Carrier Information".

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

### 2. DEFINITIONS

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

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

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

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

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

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

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

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

E9-1-1 Emergency Service - A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this Schedule, E9-1-1 Emergency Service does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

E9-1-1 Selective Router Trunk - A trunk from an E9-1-1 Selective Routing Tandem capable of transmitting the ANI associated with the caller's local exchange line. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Router and a PSAP, or between E9-1-1 Selective Routers.

Selective Router - The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 selective router controls delivery of the call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.

E9-1-1 Trunks - The trunks that connect from the End Office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Router or to a NoaNet POI.

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

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

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

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

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

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

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

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

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

**Point of Interconnection ("POI")** - The point of interface where a Customer-provided transport facility is interconnected to the NoaNet network.

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

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

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

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

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

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

Service Order (“SO”) - The written request for NoaNet services executed by the Customer and NoaNet in the format devised by NoaNet. Signing of a Service Order form by the Customer and acceptance by NoaNet initiates the respective obligations of the parties as set forth therein and in this Schedule.

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

### 3. SERVICE AREAS

NoaNet Services are offered, subject to availability of facilities and equipment, throughout the state of Washington.

### 4. SERVICES

#### 4.1 Communications Service Provider (CSP) E9-1-1 Access Service

##### 4.1.1 Description

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

##### 4.1.2 General

A. The terms, conditions and rates for CSP E9-1-1 Access Service described in this Schedule are applicable to Customers in the absence of an executed and validly effective interconnection agreement for similar services entered into by Customer and NoaNet that is in effect prior to the effective date of this Schedule, or until such time as there is an executed and validly effective interconnection agreement between the parties.

B. Where there is a conflict between this Schedule and a validly executed and effective interconnection agreement between Customer and NoaNet, the rates terms and conditions of such interconnection agreement shall control.

C. Customer and NoaNet will comply with all applicable federal, state and local E9-1-1 service performance rules, including required grade of service.

##### 4.1.3 Regulations

###### A. Network Arrangements

1. Customer will provide a minimum of one (1) DS1 transport facility to a minimum of two (2) geographically diverse NoaNet POIs that are dedicated for termination of Customers 9-1-1 calls to NoaNet's network. Customer wishing to deliver VoIP service such as Session Initiation Protocol, (SIP), will provide a minimum of one (1) 10mb/s Layer 2 or Layer 3 transport facility to a minimum of two (2) geographically diverse NoaNet POIs that are dedicated for the termination of Customer 9-1-1 calls.

2. Customer will order from NoaNet a sufficient number of DS1 and/or DS3 channel termination facilities or Layer 2/3 bandwidth to terminate Customer-provided transport facilities at NoaNet POI(s) using NoaNet's Access Service Request ("ASR") process.

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

<http://www.noanet.net/carrier/asr/info>

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

<http://www.noanet.net/carrier/asr/order>

3. Customer will use Signaling System 7 ("SS7") protocol on DS0 interconnections at NoaNet's POI. Where SS7 protocol is

unavailable, another types of interconnection signaling will be utilized on an ICB basis and may include additional Customer charges.

4. Customers using SIP will provide a SIP trunk equivalent to DS0 interconnections. There will be one trunk or concurrent call path for each DS0 required by regulation, statute or guideline for a CO, PSAP or end-user population. Each SIP trunk or concurrent call path will be measured as one DS0.

5. Customer shall not deliver 9-1-1 calls to NoaNet's network that originate outside of Company's designated 9-1-1 serving area as defined by the Governing Authority, except as provided below:

a. Split Wire Center – Where Customer's wire center serves end users, some of whom are within NoaNet's designated 9-1-1 serving area, and some of whom are within the designated serving area of another 9-1-1 Service Provider, and Customer does not have the technical capability to segregate 9-1-1 calls placed by end users within its serving areas and those calls placed by end user within the serving area of another 9-1-1 Service Provider, NoaNet, Customer and the other 9-1-1 Service Provider will coordinate with the affected Governing Authority(ies) to: (i) establish call handoff arrangements; (ii) establish which E9-1-1 Service Provider will be directly interconnected with the split wire center to segregate calls necessary for handoff to the other E9-1-1 Service Provider; and, (iii) establish which E9-1-1 Service Provider will receive call handoffs.

b. Customer is responsible for all costs associated with Split Wire Center call delivery that is described above, including costs incurred by NoaNet to accommodate Split Wire Center call delivery from the Customer that must be delivered to another E9-1-1 Service Provider.

#### 4.1.5 Customer Responsibilities

- A. Except as provided in Sections 4.1.2.A and 4.1.3.B, the CSP E9-1-1 Access Service Customer responsibilities described in this section are in addition to all other applicable Customer responsibilities described in other sections of this Schedule.
- B. Applications for establishment of CSP E9-1-1 Access Service must be made via NoaNet's ASR process.
- C. Customer will provide contact information for technical assistance that will be available on a 24 hour, 7 day a week, basis, to assist with emergency service call tracing and/or problem resolution.
- D. Customer will provide NoaNet an Access Carrier Name Abbreviation (ACNA) and an Operating Company Number (OCN) when ordering CSP E9-1-1 Access Service. This

requirement is not applicable to Enterprise E9-1-1 customers interconnecting via CSP E9-1-1 Access Service.

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

#### 4.1.6 NoaNet Responsibilities

A. Except as provided in Sections 4.1.2.A and 4.1.2.B, NoaNet responsibilities described in this section are in addition to all other applicable NoaNet responsibilities described in other sections of this Schedule. NoaNet will provide Customer with the 11-character CLLI code for POI where Customer's transport facilities will be terminated on NoaNet's network. CLLI codes for each POI and POI pairings, and related PSAP information, can be found at: <http://www.noanet.net/carrier/eccinfo>

B. NoaNet will maintain diversity when terminating Customer trunks at NoaNet's POI in order to eliminate single points of failure.

C. NoaNet will provide Customer with NoaNet NOC contact information that is available on a 24-hour, 7-day a week basis to assist with trunk testing and/or resolution of problems on facilities between Customer POPs and NoaNet POIs.

D. Company will administer ALI steering tables for all Customers using Dynamic ANI/ALI call delivery.

#### 4.1.7 CSP E9-1-1 Access Service Rates and Charges

Access	Nonrecurring Charge	Monthly Recurring Charge
Access at Company POI		
Signaling System 7	\$150	\$35/DS0
Other	ICB	ICB

## 4.2 CSP E9-1-1 Transport Service

### 4.2.1. Description

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

### 4.2.2. General

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

### 4.2.3 Regulations

A. Customer shall ensure that the third party aggregator or transit provider delivering Customer's 9-1-1 traffic to NoaNet's Meet-Point does not co-mingle Customer's wireline and wireless 9-1-1 traffic over a common TDM trunk group.

B. NoaNet's liability, including but not limited to liability for personal injury, interruption of service, failure, errors, acts of omission or other liability of any kind related to the provision of CSP E9-1-1 Transport Service shall be limited to the same extent as set forth elsewhere in this Schedule and MSA.

C. Customer and NoaNet will comply with all applicable federal, state and local E9-1-1 service performance rules, including required grades of service.

### 4.2.4 Responsibilities

- A. Except as provided in Sections 4.2.2.A and 4.2.2.B, the CSP E9-1-1 Transport Service Customer responsibilities described in this section are in addition to all other applicable Customer responsibilities described in other sections of this Schedule.
- B. Customer using CSP E9-1-1 Transport Services will provide NoaNet with sufficient information for NoaNet to invoice/bill Customer for such service. Customer will provide contact information for technical assistance that will be available on a 24 hour, 7 day a week, basis, to assist with emergency service call tracing and/or problem resolution as necessary.



- C. Customer will inform the NoaNet Network Operations Center (NOC) of any 9-1-1 service-affecting network or data problem immediately upon detection of such problem by Customer, and shall fully cooperate with Company to resolve and correct such problems.

#### 4.2.5. Company Responsibilities

- A. Except as provided in Sections 4.2.2.A and 4.2.2.A, NoaNet responsibilities described in this section are in addition to all other applicable NoaNet responsibilities described in other sections of this Schedule.
- B. NoaNet will provide Customer with NoaNet NOC contact information that is available on a 24-hour, 7-day a week basis to assist with trunk testing and/or resolution of problems on facilities between Customer POPs and NoaNet POIs.

#### 4.2.6 CSP E9-1-1 Transport Service Rates and Charges

Nonrecurring Charge	Monthly Recurring Charge per DS0 equivalent (minimum two DS0s)
\$150.00	\$35.00

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

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

Note 3: SIP trunk or concurrent call path is a DS0 equivalent.

#### 5. MODIFICATION OF SCHEDULE

NoaNet reserves the right to modify the services offered, service descriptions, and service regulations in this Schedule from time to time. Customers affected will be notified of any changes in the manner described in MSA posted on the NoaNet website. Changes will become effective ten (10) days after being posted in this Schedule on the NoaNet website.

CONTINUED USE OF, OR PAYMENT FOR, SERVICES PROVIDED UNDER A SERVICE ORDER AFTER NOTIFICATION OF MODIFICATION OF THE SERVICE OR SERVICE REGULATIONS DESCRIBED IN THIS SCHEDULE SHALL BE DEEMED ACCEPTANCE OF THOSE MODIFICATIONS.

#### 6. STATE LAW

The Master Service Agreement, Service Regulations described herein, the Service Order and Schedule of Terms and Conditions affecting this Schedule shall be governed by the law of the State of Washington regardless of choice of law provision.

Customer may have certain rights under the laws of the state in which it receives Company services. To the extent applicable laws in the state do not permit this Schedule to supersede such rights; those rights provided under applicable state law will govern.