ALABAMA TELECOMMUNICATIONS
TARIFF NO. 1

FOR
NextGen Communications, Inc.

275 West Street

Annapolis, MD 21401

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of E9-1-1 services by NextGen Communications, Inc. (NextGen). This tariff is on file with the Alabama Public Service Commission and copies may be inspected during normal business hours at the principal place of business of NextGen Communications, Inc., at the above-listed address.

CHECK SHEET

The TITLE page through page 25 inclusive of the tariff are effective as of the date shown on an individual sheet. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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TARIFF FORMAT AND EXPLANATION OF SYMBOLS

Page Numbering: Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the Tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols: When changes are made in any Tariff page, a revised page will be issued replacing the affected Tariff page. Changes will be identified on the revised page(s) in the right hand margin on each line changed through the use of the following symbols:

(C) To signify changed regulation

(D) To signify discontinued material

(I) To signify rate or charge increase

(M) To signify material relocated without change in text or rate

(N) To signify new material

(O) To signify material relocated without change in text but with an increase in rate

(R) To signify reduction

(S) To signify reissued material

(T) To signify a change in text but no change in rate or regulation

(Z) To signify a correction

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by NextGen Communications, Inc., hereinafter referred to as the Company, to customers within the State of Alabama.

SECTION 1. - DEFINITIONS

Automatic Location Identification (ALI) Database

See Location Database. Traditionally, the ALI Database maintained the name and address associated with the calling party's telephone number (identified by ANI Feature). In the future, ALI data may only be a portion of the location data available in the Location database.

Automatic Location Identification (ALI) to Automatic Location Identification (ALI) data transfer

A feature by which Automatic Location Identification (ALI) data is transferred to another provider's Automatic Location Identification (ALI) system.

Automatic Location Identification (ALI) PSAP port

A port on the ALI database system used to deliver Automatic Number Identification (ANI) to the PSAP.

Automatic Number Identification (ANI)

A feature by which the calling party's ANI telephone number is forwarded to the E9-1-1 Control Office and to the PSAPs Display and Transfer Units.

Business Customer

A Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Call Routing Device
An intelligent network device that, based on the identified number of the calling party (and potentially other factors), routes an E9-1-1 call from a central office to the designated primary PSAP. (See "Selective Routing")

Company

Used throughout this tariff to refer to NextGen Communications, Inc., a Maryland corporation, unless otherwise clearly indicated by the context.

Customer

A current or potential buyer or user of the services identified in this tariff. This is typically through purchasing the services; however, the term also includes by extension anyone who uses or experiences the services of another.

SECTION 1. – DEFINITIONS, CONTINUED

Database Management System (DBMS)

See Location Validation Function

Default Routing (DR)

A feature activated when an incoming E9-1-1 call cannot be selectively routed due to an ANI failure, garbled digits, or other causes. Such incoming calls are routed from the E9-1-1 Control Office to a default PSAP. Each incoming E9-1-1 facility group to the E9-1-1 Control Office is assigned to a designated default PSAP. This is a standard feature of E9-1-1 Service.

Display and Transfer Unit

A console and associated common equipment for displaying ANI numbers at the PSAP attendant position and used by the attendant to activate Fixed and/or Selective Transfer functions.

E9-1-1 Call or E9-1-1 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 a caller wishing to report police, fire, medical, or other emergency situations (as examples) to a PSAP for referral to a public safety agency. As used in this tariff, E9-1-1 does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 service.

Emergency Service Number (ESN)

Unique numbers provided by the Company to be associated by the customer with street address ranges or other mutually agreed upon routing criteria for selective routing of calls to unique combinations of police, fire, ambulance and any other appropriate agencies responsible for providing emergency service in the E9-1-1 serving area.

End Office

The central office(s) which receive originating E9-1-1 calls.

Enhanced 9-1-1 (E9-1-1) Service Area

The geographic area in which the E9-1-1 authority will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

SECTION 1. – DEFINITIONS, CONTINUED

Enhanced 9-1-1 (E9-1-1) Transport

Telephone lines or facilities that are dedicated to an E9-1-1 system. Enhanced 9-1-1 transport lines for PSALI connect a customer's PBX to the E9-1-1 Control Office.

Individual Contract Basis (ICB)

A service arrangement where the regulations, rates, and charges are developed based on the specific circumstances of the Customer's situation and set out in a separate agreement with the Customer. An ICB may incorporate this or other applicable tariffs by reference.

Internet Protocol (IP)

The Internet Protocol (IP) is a method used for communicating data across a packet-switched digital network. Sometimes also referred to as TCP/IP.

Location Database

An ALI, Location Information Server, or other database that stores location information for emergency services use.

Location Database Call Routing Device Port

A port on the Location database system used to deliver 9-1-1 calling information to the Call Routing Device.

SECTION 1. – DEFINITIONS, CONTINUED

Location Validation Function

A system that stores and receives updates of the data required to provide the Call Routing Device and Location Database features and determines whether a location description is valid for the given area. This function was traditionally provided by a DBMS using the MSAG. For NextGen's 9-1-1, the data source will not be only the MSAG if an MSAG is used at all. In NextGen's 9-1-1 system, the creation of the valid locations is carried out by the Master Location Validation System.

Manual Transfer

A feature that enables the PSAP attendant to transfer an incoming call by depressing the switchhook of the associated telephone or a button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit speed calling code. Manual Transfer is associated with the E9-1-1 trunk unit and is a standard feature of E9-1-1 Service.

Master Location Validation System

A system that acts as the master source for valid locations in a given area. Traditionally, a DBMS is used to create and maintain an MSAG. In NextGen's 9-1-1 system, the Master Location Validation System will be a GIS system.

Master Street Address Guide (MSAG)

The document or computer file that lists the standard street names, address ranges, political community designations, and routing codes (ESNs).

Pseudo Automatic Number Identification

A feature in which a number, assigned to the area served by a wireless communications provider's tower or a sector of the area served by a tower, is forwarded to the E9-1-1 Call Routing Device and to the PSAPs Display and Transfer Units.

Private Switch/Automatic Location Identification Customer

The Private Switch or Location Database customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated, or a PBX owner/operator, or Centrex/CENTRON customer who desires to provide station location information to the E9-1-1 system.

SECTION 1. – DEFINITIONS, CONTINUED

Public Safety Answering Point (PSAP)

An answering location for 9-1-1 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. PSAPs are staffed by employees of service agencies such as police, fire, or emergency medical or by employees of a common bureau serving a group of such entities.

Public Safety Answering Point (PSAP) Trunk

A trunk used to deliver ANY information from a Call Routing Device to a PSAP. The PSAP trunk may be set to receive a 9-1-1 call in several different formats. The trunk could be TDM or IP. The PSAP trunk is also used to connect and carry voice transmission, and in the case of IP (VoIP) possibly the location information, from the Call Routing Device.

Routing Telephone Number (RTN)

A number that when dialed rings to a specific Public Safety Answering Point. This is used for connectivity from the PSTN to the 9-1-1 network of a Public Safety Answering Point.

Routing Telephone Number Port

A port in the Call Routing Device used to connect the routing telephone number line.

Selective Routing (SR)

A form of call routing that may or may not be applicable to the Company's E9-1-1 that routes an E9-1-1 call from a central office to the designated primary PSAP based upon the identified number of the calling party (other factors may be used to determine the call routing in addition to the calling party's number). (See "Call Routing Device")

Selective Transfer

A feature providing persons at the PSAP the ability to transfer an incoming call to another agency by depressing a single button labeled with the type of agency, e.g., "Fire", on the Display and Transfer Unit. This type of transfer is only available when the SR feature is provided.

SECTION 2. RULES AND REGULATIONS

A. Company Liability and Indemnification

1. Limitations on Company Liability

   The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, delays, or malfunctions of any service, equipment, or any part thereof provided pursuant to this Tariff or ICB, whether caused by the negligence of the Company or otherwise, except gross negligence, shall not exceed the greater of $50.00 or an amount equivalent to the pro rata charges for the service or equipment affected during the period of time that the service or equipment was fully or partially inoperative.

2. Release and Indemnification / Intellectual Property

   a. The customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits or other action; or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, 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, caused in whole or part by the act or omissions of the Company, its agents and its employees. Unless otherwise provided for by an ICB, title to all facilities and intellectual property provided in accordance with this tariff remains in the Company, its partners, agents, contractors, or suppliers. The Company is not obligated to compensate, defend, or indemnify the Customer or any other person for alleged or adjudicated claims of infringement by third parties for any services offered, or for any licensing or court costs related thereto.

   b. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

   c. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the Company's employees.

3. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS

SECTION 2. RULES AND REGULATIONS, CONTINUED

FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

4. Invasions of Privacy

   a. The customer agrees to release, indemnify, and hold harmless the Company 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, occasion or use of any service features and the equipment associated therewith provided pursuant to this Tariff, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 9-1-1 service hereunder, and which arises out of the negligence or other wrongful act of the Company, except gross negligence, or the employees or agents of any one of them. Notwithstanding the foregoing, such indemnification does not apply to Company's use of customer data for any purpose other than the provision of 9-1-1 services.

   b. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, or allegations of infringement of patent or copyright arising from the Customer's own communications.

B. General Terms and Conditions

1. Term of Service; Termination.

   The Company and each customer may enter into a separate agreement specifying the term during which the Company shall provide Services.

2. Payments; Late Fees

   Payment for Services provided by the Company shall be due in accordance with the terms and conditions of each customer's contract. Customer agrees to pay a late fee in accordance with the terms and conditions of each customer's contract, but in no event to exceed the late fees which may be charged to customer under the laws of the state of Alabama.

3. Attorneys' Fees

   The Company and each customer may enter into a separate agreement specifying that if any dispute in connection with the provision of Services to customer is submitted to a court, arbitrator, tribunal or other appropriate entity, then all costs and expenses of the parties (including reasonable attorneys' fees) will be paid by the party against whom a determination by such court, arbitrator, tribunal or entity is made, or, in the absence of a determination, wholly against one party, as such court, arbitrator, tribunal or entity directs.

SECTION 2. RULES AND REGULATIONS, CONTINUED

C. Notices and Communications

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

2. Except as otherwise stated in this tariff, or an ICB, all notices or other communications required to be given pursuant to this tariff, or an ICB, or the Agreement for Services will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

3. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein, or as may be required in an ICB.

SECTION 3. SERVICE OFFERINGS AND FEATURES

A. Description of Services

1. Enhanced Universal Emergency Number Service (E9-1-1 Service)

a. Enhanced Emergency Number Service, also referred to as E9-1-1, is a telephone communication service whereby one or more Public Safety Answering Points (PSAP) designated by the local 9-1-1 authority may receive telephone calls dialed to the telephone number 9-1-1. Traditional E9-1-1 Service has typically included lines and equipment within one telephone company exchange and/or area served by a Mobile Telephone Switching Office, which could be connected to lines and equipment in another telephone company exchange to permit answering, transferring and dispatching of public emergency telephone 9-1-1 calls originated by persons within the same serving area.

However, E9-1-1 Service may become more decentralized insofar that no single company may provide all of the E9-1-1 hardware, software, or features. The use of twisted pair telephone "lines" is becoming obsolete, replaced by broadband IP connectivity via cable or DSL or other dedicated IP networks. The Company anticipates that different companies shall provide the IP E9-1-1 infrastructure, while other companies provide the E9-1-1 content, features, and functions. This tariff identifies the rules, regulations, and prices that shall govern the Company's offering of the E9-1-1 features and functions.

b. Enhanced 9-1-1 Service is offered subject to availability of IP broadband facilities.

c. The E9-1-1 customer may be:

(1) A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone areas arranged for 9-1-1 calling.

(2) A private telecommunications provider of LEC, CLEC, wireless, or VoIP service with an obligation to route emergency 9-1-1 calls to the appropriate PSAP.

(3) A private enterprise with a PBX telephone system with a desire and appropriate state and/or federal authority to route emergency calls to the appropriate PSAP.

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

2. Private Switch/Automatic Location Identification Service

The Private Branch Exchange (PBX) switch located on a customer's premises sends Automatic Number Identification information to an Enhanced 9-1-1 (E9-1-1) Control Office or the Company's E9-1-1 Call Routing Device from individual PBX stations for the purpose of providing site or station location information on an E9-1-1 call, or for selectively routing that call to the appropriate Public Safety Answering Point (PSAP). A PS/Location Database also is available to Centrex/CENTRON or VoIP enterprise customers who wish to provide the E9-1-1 system with more specific location and routing information. These are the only intended uses for this service.

3. E9-1-1 Call Routing Device Service

The E9-1-1 Call Routing Device service will connect local telecommunications or VoIP switches via IP and will route the calls to one or more PSAPs via IP or circuit switched technology as required by the PSAP.

4. Location Database Service

The Company Location Database will provide the 9-1-1- caller's name, address, phone number, and location (if available) to the PSAP via IP simultaneously with the voice call as it is routed via the IP Call Routing Device. As other content becomes available, the Company will provide such content. For legacy PSAPs with traditional ALI requirements, the Company will provide appropriate connectivity to the Company Location Database. The Company will provide access for authorized users to update Location Database data.

5. Terms and Conditions

a. These services are limited to the use of the central office, VoIP, or mobile telephone switching office telephone number, 9-1-1, as the universal emergency telephone number. The Company does not provide the telephone number or dial tone. These services will be provided by the telecommunications carrier.

b. The 9-1-1 emergency telephone number is not intended as a replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies will subscribe to other telephone services as provided in other tariffs/price lists of other providers.

c. E9-1-1 Service is furnished to the customer only for the purpose of receiving reports from the public of emergencies or similar events appropriate for action by a PSAP.

d. E9-1-1 Service provides a one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis or to reconnect a disconnected incoming 9-1-1 call.

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

e. E9-1-1 Service is provided solely for the benefit of the customer operating the PSAP, or for the carrier providing telecommunications or data communications service to individuals. The provision of the E9-1-1 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer(s). The Company does undertake to provide E9-1-1 services using facilities obtained by the PSAP to enable the PSAPs personnel to respond to emergency calls on the PSAPs premises. The PSAP is responsible for the provision and maintenance of cable and wire facilities on the PSAPs side of the Demarcation Point.

f. Temporary suspension of service at reduced rate is not provided for any part of the E9-1-1 Service.

g. E9-1-1 information consisting of the names, addresses, and telephone numbers of telephone customers of carriers using Company service is confidential. This information will be provided via Location Database data on a call-by-call basis only for the purpose of responding to emergency calls.

h. The E9-1-1 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP.

i. Default Routing will be provided in lieu of Selective Routing and ANI/ALI Display for E9-1-1 systems served from central offices or mobile telephone switching offices not equipped to transmit ANI.

j. The rates charged for E9-1-1 Service do not contemplate the inspection or 100 percent constant monitoring of facilities to discover errors, defects, and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer(s), are required to determine whether the system is functioning properly for its use. The customer(s) shall notify the Company promptly in the event the system is not functioning properly.

l. It is the obligation of the E9-1-1 authority to make arrangements to handle all E9-1-1 calls that originate from telephones served by central offices in the local service area, whether or not the calling telephone is situated on property within the geographical boundaries of the E9-1-1 authority's public safety jurisdiction.

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

m. Applications for E9-1-1 Service must be executed in writing by each PSAP or 9-1-1 authority. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer.

n. The PSAP or 9-1-1 authority is required to furnish the Company its agreement to the following terms and conditions. The PSAP or 9-1-1 authority will subscribe to or provide telephone equipment with a capacity adequate to handle the number of incoming E9-1-1 calls recommended by the Company. The PSAP or 9-1-1 authority is to insure that PSAP premises equipment selected to operate E9-1-1 system features is compatible with the service furnished by the Company. The PSAP or 9-1-1 authority is responsible for the provision and maintenance of cable and wire facilities on the 9-1-1 authority's side of the Demarcation Point.

o. When the Selective Routing (or comparable) feature is provided, PSAP is responsible for identifying primary and secondary PSAP locations and the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service. The PSAP is responsible for identifying the E9-1-1 serving area and for associating the Company-provided Emergency Service Numbers with the street address ranges or other criteria for selective routing of calls. Legacy ESNs may be used. ESNs will be carried in the Data Management System (DMS) or equivalent to permit routing of 9-1-1 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the E9-1-1 serving area. The following terms define the 9-1-1 authority's responsibility in providing this information.

(1) Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the 9-1-1 authority to the Company prior to the effective date of service. If the PSAP has legacy ESNs assigned by previous E9-1-1 service providers, these ESNs may be retained if the PSAP prefers.

(2) After establishment of service, it is the PSAP's responsibility to continue to verify the accuracy of routing information contained in the address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies, jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E9-1-1 calls to the proper PSAP.

(3) The Company will provide; with reasonable frequency to the 9-1-1 authority, upon request a complete electronic copy of the address file previously supplied to the Company by the 9-1-1 authority to permit the 9-1-1 authority to verify accuracy of the police, fire, and ambulance PSAP routing designation.

SECTION 3. SERVICE OFFERINGS AND FEATURES, CONTINUED

(4) Changes, deletions, and additions which the PSAP desires to have made in the address file should be submitted on an "as occurred" basis.

(5) The Company will furnish an electronic copy to the 9-1-1 authority for verifications showing each change, deletion, and addition to the address file.

B. Private Switch/Location Database Service

1. Terms and Conditions

a. Private Switch/ Automatic Location Identification

(1) In a Private Switch/Location Database service application, the Private Branch Exchange (PBX) owner/operator (or Centrex/similar service customer) must meet the following requirements: Application for Private Switch/Location Database Service must be executed in writing by each PBX customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer.

(2) The customer will coordinate with the E9-1-1 Public Jurisdiction to ensure that area boundaries are identified and that any required additions or modifications to the Master Location Validation System are provided to the Company.

(3) The customer will provide full local Automatic Number Identification (ANI) for every station within the PBX. The information must be approved by the Company prior to implementation to ensure that no conflict exists between the PBX's numbering plan and the numbering plans of other PBXs or telecommunications carriers.

(4) ANI multi-frequency signaling must conform to the specifications established by the Company.

(5) The customer must create, maintain and forward to the Company, current telephone number and address data in the format and time intervals negotiated between the Company and the customer.

(6) The PBX must be connected to the E9-1-1 Call Routing Device office via IP circuits. The PBX must route 9-1-1 calls to the IP 9-1-1 facilities without overflowing to any other access facility. The Company recommends the enterprise customer order or maintains diverse IP connectivity to provide redundancy to the system.