

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)	
)	
Intrado Safety Communications, Inc.)	File No.: EB-SED-21-00032070
)	CD Acct. No.: 202232100011
)	FRN: 0005056791

ORDER

Adopted: December 17, 2021

Released: December 17, 2021

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether Intrado Safety Communications, Inc. (Intrado) failed to deliver 911 calls and failed to timely notify Public Safety Answering Points (PSAPs) during a 911 outage on September 28, 2020. Congress has made emergency communication services a national priority, and the Commission has repeatedly emphasized that robust and reliable 911 service must be available nationwide. It is therefore incumbent upon the Commission to ensure that telecommunications carriers provide reliable 911 service at all times and timely notify PSAPs of relevant 911 outages. To settle this matter, Intrado will implement a compliance plan and pay a \$1,750,000 settlement amount.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding Intrado’s compliance with the Commission’s 911 rules, including sections 4.9 and 9.4 of the Commission’s rules.¹

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Intrado’s basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act³ and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules,⁴ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree.

¹ 47 CFR §§ 4.9, 9.4.

² See 47 CFR § 1.93(b).

³ 47 U.S.C. § 154(i).

⁴ 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent via email to Jeffery Robertson, President, Intrado Safety Communications, Inc., and Steven A. Augustino, Esq., Kelley Drye & Warren LLP.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

Before the
Federal Communications Commission
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In the Matter of)
Intrado Safety Communications, Inc.) File No.: EB-SED-21-00032070
) CD Acct. No.: 202232100011
) FRN: 0005056791

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Intrado Safety Communications, Inc. ("Intrado"), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether Intrado violated sections 4.9 and 9.4, of the Commission's rules in connection with the network outage experienced by the Company on September 28, 2020 that impacted the delivery of 911 calls. To resolve this matter, Intrado agrees to the terms and conditions below, including to implement a compliance plan and pay a \$1,750,000 settlement amount.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) "911 Rules" means sections 4.9 and 9.4 of the Rules1 and other Communications Laws governing provision of 911 services.
(b) "Act" means the Communications Act of 1934, as amended.2
(c) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(d) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
(e) "CD Acct No." means account number 202232100011, associated with payment obligations described in paragraph 21 of this Consent Decree.
(f) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
(g) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Intrado is subject by virtue of its business activities, including but not limited to the 911 Rules.
(h) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 16.
(i) "Covered Employees" means all employees and agents of Intrado who perform, supervise, oversee, or manage the performance of, duties that relate to Intrado's responsibilities under the Communications Laws, including the 911 Rules.
(j) "Effective Date" means the date by which both the Bureau and Intrado have signed the Consent Decree and the Bureau has released an Adopting Order.

1 47 CFR §§ 4.9, 9.4.

2 47 U.S.C. § 151 et seq.

- (k) “Intrado,” or “Company” means Intrado Safety Communications, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest, to the extent they provide services relied upon by Intrado in connection with activities related to Intrado’s responsibilities under the 911 Service Rules.
- (l) “Investigation” means the investigation commenced by the Bureau in File No. EB-SED-21-00032070 regarding whether Intrado violated the 911 Rules.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Intrado to implement the Compliance Plan.
- (n) “Parties” means Intrado and the Bureau, each of which is a “Party.”
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. Section 9.4 of the Commission’s rules states, “All telecommunications carriers shall transmit all 911 calls to a PSAP [public safety answering point], to a designated statewide default answering point, or to an appropriate local emergency authority as set forth in § 9.5.”³ Section 4.9(h) of the Commission’s rules requires “covered 911 service providers,” in the event of an outage that “potentially affects a 911 special facility,” to notify the designated official at the affected PSAP of the outage “as soon as possible but no later than thirty minutes after discovering the outage” and “convey to that person all available information that may be useful in mitigating the effects of the outage”⁴

4. At the time of the 911 Outage, Intrado was a covered 911 service provider directly providing 911 call routing and location services to numerous PSAPs.⁵ Intrado, in turn, relied upon the next generation 911 (NG911) network of its parent company, Intrado Life & Safety, Inc. (ILS), to provide these services.⁶

5. The 911 Outage began on September 28, 2020 at 6:30 pm ET after preparatory work by ILS to introduce two new Global Traffic Managers (GTMs) in its NG911 network at a later date.⁷ During this work, the GTMs activated in ILS’s NG911 network without detection or warning due to an undocumented synchronization condition that led to the overwriting of the existing domain name server (DNS) configurations of the GTMs in production. This ultimately caused the Intrado NG911 network to fail to route 911 calls to its PSAP customers. At 7:47 pm ET, one hour and 17 minutes after the outage began, ILS bypassed the GTMs thereby ending the 911 Outage.⁸

³ 47 CFR § 9.4.

⁴ *Id.* § 4.9(h). A “covered 911 service provider” is defined as including “[a]ny entity that [p]rovides 911, E911, or NG911 capabilities such as call routing, automatic location information (ALI), automatic number information (ANI), or the functional equivalent of those capabilities, directly to a public safety answering point” *See id.* § 12.4(a)(4).

⁵ Response to Letter of Inquiry, from Steven A. Augustino, Kelley Drye & Warren LLP, Counsel for Intrado Safety Communications, Inc., to Marlene H. Dortch, Secretary, FCC, and supporting documents, at 2, Response to Request 1 (Apr. 26, 2021) (on file in EB-SED-21-00032070) (LOI Response).

⁶ LOI Response at 2, Response to Request 1, 7, Response to Request 7. ILS is not a “wireline communications provider” as that term is defined in 47 CFR § 4.3(g) nor is it a covered 911 service provider as that term is defined in 47 CFR § 12.4.

⁷ LOI Response at 10, Response to Request 11, 18, Response to Request 22(a).

⁸ LOI Response at 15, Response to Request 21(b); Response to Letter of Inquiry, from Steven A. Augustino, Kelley Drye & Warren LLP, Counsel for Intrado Safety Communications, Inc., to Marlene H. Dortch, Secretary, FCC, and

(continued....)

6. Prior to installing the two new GTMs, ILS had tested the GTMs pursuant to a method of procedure (MOP) developed by ILS senior network engineers in partnership with the GTM vendor.⁹ The testing did not detect the undocumented synchronization condition.¹⁰ Intrado states ILS has subsequently reviewed and revised its MOPs regarding introducing equipment into its network.

7. The 911 Outage impacted ten states, affecting multiple PSAPs served by Intrado and causing the failure of over two thousand 911 calls on Intrado's network.¹¹ Intrado did not deliver notifications to the affected PSAPs until more than thirty minutes after the 911 Outage was discovered.¹² Intrado acknowledges that it is responsible for "the act, omission, or failure of any officer, agent, or other person acting for or employed by any common carrier or user, acting within the scope of his employment...."¹³

8. On March 26, 2021, the Enforcement Bureau issued a Letter of Inquiry (LOI) to Intrado directing it to submit a sworn written response to a series of questions relating to the Outage.¹⁴ On May 19, 2021, and July 30, 2021, the Enforcement Bureau issued follow-up questions regarding the Outage.¹⁵ Intrado timely responded to the LOI and the follow-up inquiries.¹⁶

9. Intrado and the Bureau subsequently engaged in settlement negotiations. To resolve this matter, Intrado and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

10. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

11. **Jurisdiction.** Intrado agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

supporting documents, at 5, Response to Request 21(b) (April 28, 2021) (on file in EB-SED-21-00032070) (LOI Response Erratum).

⁹ LOI Response at 20, Response to Request 23(c).

¹⁰ *Id.*

¹¹ LOI Response at 10, Response to Request 7, 12, Response to Request 16(ii), 29, Response to Request 31, Exhibit INTRADO-LOI-0000011.

¹² LOI Response at 29, Response to Request 31, Exhibit INTRADO-LOI-0000011; E-mail Response to Letter of Inquiry, from Steven A. Augustino, Kelley Drye & Warren LLP, Counsel for Intrado Safety Communications, Inc., to JoAnn Lucanik, Deputy Division Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, and supporting documents, at 3, Response to Request 3 (July 2, 2021 17:30 ET) (on file in EB-SED-21-00032070).

¹³ 47 U.S.C. § 217.

¹⁴ Letter of Inquiry from Elizabeth Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Mary A. Boyd, Vice-President Government and Regulatory Affairs, Intrado Life & Safety, Inc. (Mar. 26, 2021) (on file in EB-SED-21-00032070).

¹⁵ E-mail from Eric Ehrenreich, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Steven A. Augustino, Kelley Drye & Warren LLP, Counsel for Intrado Safety Communications, Inc. (May 19, 2021 09:05 EDT); E-mail from Eric Ehrenreich, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Steven A. Augustino, Kelley Drye & Warren LLP, Counsel for Intrado Safety Communications, Inc. (July 30, 2021 15:14 EDT) (both on file in EB-SED-21-00032070).

¹⁶ *See infra* n. 5, 8, 12.

12. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

13. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Intrado agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding on its own motion against Intrado concerning the matters that were the subject of the Investigation, or to set for hearing the question of Intrado's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.¹⁷

14. **Admission.** The Parties agree for the purpose of this Consent Decree, and in express reliance on the provisions of paragraph 13 herein, that paragraphs 4-7 contains a true and accurate description of the facts underlying the Investigation.

15. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Intrado shall designate a senior corporate manager with the requisite corporate and organizational authority including budgetary authority for 911 operations, to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Intrado complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the 911 Rules prior to assuming his/her duties.

16. **Compliance Plan.** For purposes of settling the matters set forth herein, Intrado agrees that it shall, within the dates set out below, revise as necessary its existing Compliance Plan designed to ensure future compliance with the Commission's rules regarding 911 service reliability and outage notification in order to implement the terms and conditions of this Consent Decree. Intrado will ensure that its Compliance Plan, at a minimum, contains the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Intrado shall review and revise as necessary its existing Operating Procedures that all Covered Employees must follow to help ensure that Intrado complies with the 911 Rules. Intrado's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Compliance Processes in paragraph 16(b) are met. Intrado shall also review and revise as necessary its existing Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the 911 Rules.
- (b) **Compliance Processes.** Intrado shall continue to develop and implement processes in the evolving 911 environment to (1) *Identify* risks that could result in disruptions to 911 service; (2) *Protect* against such risks; (3) *Detect* 911 outages when they occur; (4) *Respond* to such outages with remedial actions; and (5) *Recover* from such outages as soon as practicable. In this regard:
 - i. Within sixty (60) calendar days of the Effective Date, Intrado shall review and revise as necessary its existing procedures for periodic reviews of methods of procedure (MOP) regarding its (or ILS's) physical and logical/virtual 911 networks used to provide NG911 services to PSAPs in order to assess potential

¹⁷ See 47 CFR § 1.93(b).

- steps in the MOP where inadvertent errors could occur during high network usage times and cause network disruption and, for any such potential steps, implement any revisions to the MOP and/or network to prevent or mitigate such network disruption;
- ii. Within ninety (90) calendar days of the Effective Date, Intrado shall review and revise as necessary its existing test program to ensure that both (a) new elements and (b) upgrades to its (or ILS's) networks used to provide NG911 services to PSAPs are tested in a laboratory or other test environment consistent with best practices, including applicable Communications Security, Reliability, and Interoperability Council (CSRIC) best practices, relating to testing of network elements and upgrades;
 - iii. Within sixty (60) calendar days of the release of any new best practices relating to the testing of both new and upgraded network elements used to provide NG911 services to PSAPs, Intrado shall review the feasibility of implementing such new best practices and establish a timeline for their incorporation into its test program;
 - iv. Intrado shall review and revise as necessary within ninety (90) days of the Effective Date, and implement within one hundred and twenty (120) days of the Effective Date, its plan for a PSAP notification system sufficient to timely notify affected PSAPs of 911 outages.
- (c) **Incorporation of Existing Compliance Processes.** The compliance processes set forth in Paragraph 13(b) of the consent decree executed by and between the Bureau and West Safety Communications, Inc. (a predecessor-in-interest to Intrado), released by the Bureau on November 4, 2019, and set forth at 34 FCC Rcd 10267, DA 19-1063 (Enf. Bur. 2019) (2019 Consent Decree) are hereby incorporated by reference and made a part of this Consent Decree. The remaining provisions of Paragraph 13 of the 2019 Consent Decree have been modified or replaced by the provisions herein, and this Consent Decree supersedes those provisions.
- (d) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, Intrado shall update its Compliance Manual regarding Intrado's compliance with the 911 Rules, as needed, to incorporate Compliance Processes added or revised to implement paragraph 16(b). Intrado shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Intrado shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (e) **Compliance Training Program.** Intrado shall review and revise as necessary, its Compliance Training Program on compliance with the 911 Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Intrado's obligation to report any noncompliance with the 911 Rules under paragraph 17 of this Consent Decree and shall be instructed on how to disclose such noncompliance to the Compliance Officer. All Covered Employees shall receive updated or new training, as necessary, within sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the Effective Date shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Intrado shall repeat compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

17. **Reporting Noncompliance.** Intrado shall report any material noncompliance with the 911 Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of such noncompliance; (ii) the steps that Intrado has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Intrado has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission via Eric.Ehrenreich@fcc.gov and EB-SED-Response@fcc.gov.

18. **Compliance Reports.** Intrado shall file compliance reports with the Commission one hundred and twenty (120) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Intrado's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the 911 Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Intrado, stating that the Compliance Officer has personal knowledge that Intrado: (i) has reviewed and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of material noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 17 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.¹⁸
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Intrado, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that Intrado has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Intrado has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission via Eric.Ehrenreich@fcc.gov and EB-SED-Response@fcc.gov.

19. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 15 through 18 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

20. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act¹⁹ against Intrado or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's

¹⁸ 47 CFR § 1.16.

¹⁹ 47 U.S.C. § 208.

adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Intrado with the Communications Laws.

21. **Settlement Amount.** Intrado will pay a Settlement Amount to the United States Treasury in the amount of One Million Seven Hundred Fifty Thousand dollars (\$1,750,000) within thirty (30) calendar days of the Effective Date. Intrado acknowledges and agrees that upon execution of this Consent Decree, the Settlement Amount shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).²⁰ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. Intrado shall send electronic notification of payment to Eric.Ehrenreich@fcc.gov and EB-SED-Response@fcc.gov on the date said payment is made. Payment of the Settlement Amount must be made by credit card, ACH (Automated Clearing House) debit from a bank account, or by wire transfer using the Commission’s Registration System (the Commission’s FRN Management and Financial system).²¹ The Commission no longer accepts Settlement Amount payments by check or money order. Below are instructions that payors should follow based on the form of payment selected.²²

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated.²³ Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).²⁴ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrnLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments

²⁰ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

²¹ Payments made using CORES do not require the submission of an FCC Form 159.

²² For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

²³ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

²⁴ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

22. **Event of Default.** Intrado agrees that an Event of Default shall occur upon the failure by Intrado to pay the full amount of the Settlement Amount on or before the due date specified in this Consent Decree.

23. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Settlement Amount shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Settlement Amount, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Intrado.

24. **Waivers.** As of the Effective Date, Intrado waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. Intrado shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither Intrado nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Intrado shall waive any statutory right to a trial *de novo*. Intrado hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act²⁵ relating to the matters addressed in this Consent Decree.

25. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

26. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

27. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Intrado does not expressly consent) that provision will be superseded by such Rule or order.

28. **Successors and Assigns.** Intrado agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

29. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of the Communications Laws.

²⁵ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

30. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

31. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

32. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

33. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Mary Boyd
Vice President of Regulatory and Government Affairs
Intrado Safety Communications, Inc.

Date