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9-1-1 SYSTEM PROVIDER TARIFF

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*This tariff, Ill. C.C. Tariff No. 3, issued by Intrado Safety Communications, Inc.  
replaces in its entirety  
Ill. C.C. Tariff No. 2 issued by West Safety Communications Inc.*

TITLE PAGE

ILLINOIS  
9-1-1 SYSTEM PROVIDER  
TARIFF

OF

Intrado Safety Communications, Inc.

This non-competitive tariff contains the descriptions, regulations, and rates applicable to provision of 9-1-1 emergency services provided by Intrado Safety Communications, Inc. within the State of Illinois pursuant to the authority granted in Illinois Commerce Commission Docket No. 14-0356. This tariff is on file with the Illinois Commerce Commission.

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CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	
Title	Original	*	31	Original	*
1	Original	*	32	Original	*
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23	Original	*	54	Original	*
24	Original	*	55	Original	*
25	Original	*			
26	Original	*			
27	Original	*			
28	Original	*			
29	Original	*			
30	Original	*			

\* included in this filing.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed rate, regulation or condition.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify increase.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (R) To signify reduction.
- (T) To signify a change in the word of text, but no change in the rate, rule or condition.
- (M) To signify a move from another tariff location.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially; however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheet - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - 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 Emergency Service - A service that makes available 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 that may consist of telecommunications services. As used in this tariff, 9-1-1 Emergency Service does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

9-1-1 System Provider - Any person, corporation, limited liability company, partnership, sole proprietorship, or entity of any description that acts as a 9-1-1 system provider within the meaning of Section 2.18 of the Emergency Telephone System Act, 50 ILCS 750/1, by providing 9-1-1 network and database services and which has been certified by the Commission pursuant to Section 13-900 of the Public Utilities Act, 220 ILCS 5/13-900.

ALI Database - A system of manual procedures and computer programs used to create, store and update ALI information.

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.

Automatic Number Identification (ANI) - The automatic display of the 9-1-1 calling party's number on the PSAP monitor.

Automatic Location Identification (ALI) - In an E9-1-1 system, the automatic display at the public safety answering point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.

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 Transfer - 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 Transfer, the party adding the additional party may disconnect before the additional party answers.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

Central Office (CO) - The site where switching equipment is located. A local central office, also called an end office, is the switching office where individual subscriber's access lines appear. It houses the equipment that receives calls transmitted on the local loop and routes the call over the switched network either directly to the person called, if the call is placed to a location served by the same local central office, or to another central office, if the call is placed to a customer served by a different central office.

Commission - Illinois Commerce Commission.

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

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

Customer – An Emergency Telephone System Board (ETSB or Board) that is furnished with 9-1-1 Emergency Service by the Company under the provisions and regulations of this tariff and who is responsible for paying the 9-1-1 Emergency Service bills and for complying with applicable rules and regulations of the Company.

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

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 Selective Router Trunk - A trunk from an E9-1-1 Selective Router 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 Router; the latter configuration is also known as an inter-Selective Router Trunk.

E9-1-1 Selective Router - A telecommunications carrier switching office or stand alone selective routing switch equipped with enhanced 9-1-1 service capabilities. This switch serves as an E9-1-1 selective router for emergency calls from other local offices in the 9-1-1 service area.

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

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**SECTION 1 - DEFINITIONS (CONT'D.)**

Emergency Service Number (ESN) - Sometimes known as emergency service zone (ESZ). An ESN is a three to five-digit number representing a unique combination of public safety agencies (police, fire and emergency medical service) designated to serve a specific range of addresses within a particular geographical area or ESZ. The term ESZ refers to the geographic area itself and is generally used only during the ESN definition process to label specific areas. The ESN facilitates the selective routing of calls to appropriate PSAPs in a traditional legacy 9-1-1 system.

Facilities - Central Office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

Governing Authority - The governing body of a state, county, city, city and county, town, of other governing body (e.g., the board of directors of a special district) that oversees the PSAP(s) within the Governing Authority's jurisdiction.

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

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 Illinois and the Illinois Commerce 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.



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**SECTION 1 - DEFINITIONS (CONT'D.)**

Master Street Address Guide (MSAG) - The computerized geographical file that either consists of all street and address data or its functional equivalent (i.e., geospatial data) within the 9-1-1 system area. This database is the key to the selective routing capability of E9-1-1 systems. It matches an originating caller to a specific answering point based on the address data. The MSAG will require updating after the initial file is created.

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.

Network Interface Device (NID) – A device that serves as the demarcation point between the Company's network and the customer's premise wiring.

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

"OSP" or "originating service provider" - A communications provider that allows its users or subscribers to originate 9-1-1 voice or non-voice messages from the public to the 9-1-1 authority.

Person - Any individual, firm, partnership, co-partnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

Premises - All the space in the same building that a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the building.

Private Branch Exchange (PBX) - A private telephone system and associated equipment located on the user's property that provides communications between internal stations and external networks.

Pseudo Automatic Number Identification (pANI) - A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

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SECTION 1 - DEFINITIONS (CONT'D.)

Public Safety Answering Point (PSAP) - The initial answering location of an emergency call.

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

Selective Routing - A system that automatically routes calls to predetermined PSAPs, based on the location of the calling telephone number.

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

Service Order Agreement - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Agreement form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

TDD/Text Phone - A telecommunications device for use by hearing or speech impaired persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access - Provides 9-1-1 access to individuals that use TDD/Text Phones and computer modems.

Telecommunications Relay Service (TRS) - These services provide the ability for hearing or speech impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish E9-1-1 emergency services, to Customers pursuant to the terms of this tariff in connection with one-way and/or two-way transmission between points within the state of Illinois.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- A. Application of Tariff - Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of the service and shall be subject at all times to the lawful rates, charges and regulations of the Company.
- B. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.
- C. Minimum Period - Service is provided on month-to-month or on a term agreement basis. The initial Minimum Period of Service is three (3) years unless otherwise specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the Service Order Agreement (SOA).
- D. Continuation of Service - Except as otherwise stated in this tariff or an SOA, at the expiration of the initial term specified in each Service Order Agreement, or in any extension thereof, service shall be renewed automatically for a one (1) year term upon written notification to the Customer 45 to 90 days prior to the expiration of the initial term, unless the Customer provides notice of intent not to renew such agreement at least 60 days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order Agreement and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order Agreement shall survive such termination.
- E. This tariff shall be interpreted and governed by the laws of the state of Illinois regardless of its choice of laws provision.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

- A. The Company, its affiliates, directors, officers, employees, assignees and/or successors, shall not be liable to a Customer or third party for any personal injury or death and/or any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, and/or loss of enjoyment of life and/or emotional distress damages for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with any service provided by the Company. By obligation, direct or indirect, to any third party other than Company, Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, maintenance, or provision of the Company's services other than an act or omission including gross negligence or wanton or willful misconduct.
  
- B. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- C. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, acts of terrorism, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of Company facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breaches in the privacy or security of communications transmitted over Company facilities;

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

C. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in paragraph A of this Subsection 2.1.4;
7. Defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- D. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- E. 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 FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- F. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- G. Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.



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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Notification of Service Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.
- B. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.
- C. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- D. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- E. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- F. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

G. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff or the Service Order Agreement, and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or non-service affecting maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts' basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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9-1-1 SYSTEM PROVIDER TARIFF

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## SECTION 2 - REGULATIONS (CONT'D.)

## 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over the Company's network by Customers that cause interference to the Company or other Customers or users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service provided under this tariff without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and termination and Nonrecurring Charges for installation as stated in this tariff or the Service Order Agreement may apply.

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SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, and entering into a Service Order Agreement with the Company; complying with the SOA and tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service and entering into a Service Order Agreement with the Customer;

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises where Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this tariff, any other tariff of the Company, or with the Service Order Agreement, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff or the SOA including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or Joint or Authorized Users contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.



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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment

2.4.1 General

A Customer may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than 9-1-1 Emergency Service as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Network Interface Device.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.4.3 Network Interface Device (NID)

The NID permits access to the Company's network. All wiring on the Customer's Premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any necessary maintenance, repair, or upgrade work to the NID shall be the responsibility of only the Company. The Company will make the decision whether to place the NID inside or outside the Customer Premises. In the event that the Customer requests that the NID be placed in a location other than the location selected by the Company, any additional cost to the Company will be charged to the Customer. Additionally, the Customer shall be responsible for wiring on the Customer's Premises that is not provided by the Company that is connected to the NID.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff or the Service Order Agreement may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

2.4.5 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A. Taxes, Surcharges and Fees

1. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes, and similar taxes or charges imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. These items are not included in the quoted rates for services.
2. Municipal excise taxes are billed as separate line items and are not included in the quoted rates for service and will only be received from those Customers residing in the affected jurisdictions.
3. Certain services, as defined in the Illinois Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Illinois, or both, and are charged to a subscriber's telephone number or account in Illinois.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Charges for services billed on a non-usage sensitive basis will be billed monthly, in advance of the use of the service, and are due within 30 days of the invoice date.
- B. Charges for services billed on a usage sensitive basis will be billed monthly for services used during the preceding billing cycle and are due within 30 days of the invoice date.
- C. Upon termination of service, the Customer's bill will be rendered in the next bill cycle.
- D. Billing of the Customer by the Company will begin on the first day following the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.
- E. Late Payment Fee

If any portion of the payment is received by the Company more than thirty (30) days after the payment date as set forth in 2.5.2.A and 2.5.2.B preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be that portion of the payment not received by the date due, minus any charges billed as local taxes, multiplied by 1.5%.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

F. Return Check Charge

The Customer will be assessed a charge of twenty five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.

- G. If service is disconnected by the Company and later restored, restoration of service will be subject to all applicable installation charges.

2.5.3 Disputed Bills

- A. In the event a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B. Unless disputed, invoices shall be deemed correct and payable in full by the Customer. If Customer is unable to resolve a disputed bill with the Company, the Customer may file a complaint with the Illinois Commerce Commission in accordance with the Commission's rules of procedure. The Commission's address is as follows:

Illinois Commerce Commission  
527 East Capital Avenue  
Springfield, Illinois 62701

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.5 Cancellations and Deferments

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a thirty (30) business day grace period. If after thirty (30) business days the Customer still has not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges, including Nonrecurring Charges that would have been applied had the service been installed, may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.5.6 Advance Payment and Prepayment for Services

The Company does not require advance payments or prepayment for services except as described in Section 2.5.2.A.

2.5.7 Deposits

The Company does not collect Customer deposits.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.6 Discontinuance of Service

2.6.1 The Company may discontinue or refuse service for any of the reasons stated below:

- A. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer;
- B. For failure to provide Company representatives with necessary access to Company-owned service equipment after the Company has made a written request to do so;
- C. For failure to make payment in accordance with the terms of a deferred payment arrangement;
- D. When a Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection;
- E. For violation of or noncompliance with a Commission order;
- F. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished;
- G. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company;
- H. For violation of or noncompliance with any rules of the Company on file with the Commission;
- I. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service; or
- J. The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user;

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.6 Discontinuance of Service (Cont'd.)

2.6.2 Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- A. The use of facilities or service of the Company without payment of tariff charges;
- B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- C. The use of profane or obscene language;
- D. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
- E. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service; or
- F. Permitting fraudulent use.



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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.6 Discontinuance of Service (Cont'd.)

2.6.3 Discontinuance Procedures

If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur.

2.6.4 Discontinuance and Restoral Information

- A. Service shall not be discontinued, and shall be restored if discontinued, for an amount due the Company which has not been included in a discontinuance notice.
- B. Nothing in this Section shall be construed to prevent immediate discontinuance of service without notice or the refusal of service for reasons of public safety or health.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.8 Cancellation of Service/Termination Liability

Customers may cancel service orally or in writing, unless specified differently within a term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected.

If a Customer cancels a Service Order Agreement or terminates services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable in accordance with Section 2.5.

2.8.1 Termination Liability

The Customer's termination liability for cancellation of term or contract service shall be equal to:

- A. all unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer; plus
- C. ninety percent (90%) of the Monthly Recurring Charge for the service under the term agreement, multiplied by the number of records (per 1,000 records), multiplied by the months remaining in the term agreement.
- D. Inclusion of early termination liability by the Company in this tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1 To any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 Pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3 Pursuant to any financing, merger or reorganization of the Company.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 2 - REGULATIONS (CONT'D.)

2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order Agreement 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.
- 2.10.2 The Company shall designate on the SOA 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.
- 2.10.3 Except as otherwise stated in this tariff or the SOA, all notices or other communications required to be given pursuant to this tariff or the SOA 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.
- 2.10.4 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.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 3 - SERVICE AREAS

3.1 Service Areas

Services are provided, subject to availability of facilities and equipment, throughout the state of Illinois.

9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Charges for Service Orders, Moves, Changes and Customer Premises Visits

	<u>Base Charge</u>	<u>Additional Charge</u>
Service Charge for Premises Visit:	\$100.00/hour	NA
Changes to Customer Definable Features		
First three (3) requests during a calendar month:	No Charge	NA
Fourth (4 <sup>th</sup> ) and succeeding request during a calendar month:	\$100.00/request	NA
Moves of Existing Service:	NA	ICB
Record Order Change:	\$75.00	NA

Notes:

1. Service Charges for Premises Visits apply to visits to the Customer’s Premises by a Company employee, agent or contractor when the service difficulty or trouble report that initiated the visit results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
2. Service Charge for Premises Visits hourly rate is based on a two (2)-hour minimum, including travel time, during normal business hours (8:00am - 5:00pm local time, Monday through Friday). Additional charges will be based on a higher hourly rate that applies for each hour, or fraction thereof, that a Company employee, agent or contractor spends at the Customer’s Premises outside of normal business hours, or during weekends or holidays. The two (2)-hour minimum, at the higher hourly rate, applies to Premises Visits that begin before or end after normal business hours and on weekends and holidays. The Customer will be provided a schedule of hourly rates that apply outside of normal business hours and during weekends and holidays.
3. Charges for Changes to Customer Definable Features include, but are not limited to, requests for changes to Customer’s definable features as described in Section 5.1.2. Charges apply to the number of requests for changes, not the number of changes per request.
4. ICB rates for Moves of Existing Service will be determined based upon the unique circumstances of each Customer.
5. Record Order Change applies to Customer-initiated requests that involve changes in Company records.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES

5.1 9-1-1 Emergency Services

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

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

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

9-1-1 Emergency Services are offered subject to the availability of facilities. The Customer is the Governing Authority that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

9-1-1 Emergency Services are only available under contract with an initial minimum term agreement of three (3) years.



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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.1 9-1-1 Routing Service

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

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

Wireline: Supports traditional wireline emergency calls originating from a central office and/or enterprise PBX over standard based analog and digital interfaces, SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.1 9-1-1 Routing Service (Cont'd.)

A. 9-1-1 Routing Service Features

1. Automatic Number Identification (ANI)

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

2. 9-1-1 Routing Options

E9-1-1 Selective Routing

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

Trunk Only Routing

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

Default Routing

When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the E9-1-1 Selective Router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Abandonment Routing

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

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.1 9-1-1 Routing Service (Cont'd.)

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

3. 9-1-1 Transfer Options

Fixed Transfer

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

Selective Call Transfer

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

Manual Transfer

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

Alternate Routing

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

4. Call Event Logging

The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the E9-1-1 Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.2 9-1-1 ALI Services

- A. MSAG Management  
9-1-1 Emergency Services include a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.
- B. MSAG Build Services  
The Company facilitates the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) recommended standards.
- C. English Language Translation (ELT) Management  
ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the 9-1-1 call. The requests are validated for accuracy and either updated into the database or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer.
- D. ALI Record Management  
ALI Record Management is the collection of service order records from Originating Service Providers (OSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.
- E. ALI Database Updates  
After processing and validating record updates, Company posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.
- F. ANI/ALI Discrepancy Resolution  
An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. The Company will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective OSP for resolution.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.2 9-1-1 ALI Services (Cont'd.)

- G. Misroute Resolution  
An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. The Company investigates ANI/ALI misroute reports and refers each misroute report to the OSP for resolution.
- H. No Record Found (NRF) Resolution  
An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. The Company will resolve or refer each NRF to the respective OSP for resolution.
- I. Local Number Portability (LNP) Processing  
The Company supports LNP, which allows Customers to switch from one OSP to another without changing their phone numbers.
- J. ALI Delivery  
ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.
- K. Data Support of Wireless and VoIP E9-1-1  
Company database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.
- L. ALI Metrics Reporting  
The Company provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.3 9-1-1 Exchange Access

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

5.1.4 ALI Data Access Connections

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

5.1.5 Diverse Facility Routing

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

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES (CONT'D.)

5.2 9-1-1 Emergency Services Rules & Regulations

- 5.2.1 The 9-1-1 Emergency Services Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.
- 5.2.2 9-1-1 Emergency Services are provided by the Company where facilities and operating conditions permit.
- 5.2.3 9-1-1 Emergency Services are not intended as a total replacement for the local telephone service of the various public safety agencies that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing call and receiving other calls.
- 5.2.4 Application for 9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.
- 5.2.5 9-1-1 Emergency Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.
- 5.2.6 The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.
- 5.2.7 The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES (CONT'D.)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

- 5.2.8 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.
- 5.2.9 The Customer represents and warrants, as a condition to purchasing 9-1-1 Emergency Services, the following, and any additional terms that may be in an agreement.
- A. All 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.
  - B. The Customer has responsibility for dispatching the appropriate emergency services or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
  - C. The Customer will develop an appropriate method for responding to calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
  - D. The Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.
- 5.2.10 When 9-1-1 ALI Services are provided, the Customer is responsible to:
- A. Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.
  - B. Support the creation of a master address file for use in validating user address information and application of appropriate jurisdictional responsibility.
  - C. Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location.
- 5.2.11 When the 9-1-1 Routing is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 5.2.10.C above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.



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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES (CONT'D.)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

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

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

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

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES (CONT'D.)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd.)

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

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 5 - SERVICES (CONT'D.)

5.3 Rates - 9-1-1 Emergency Services

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
	<u>3-Year Initial Term</u>	
9-1-1 ALI, per 1,000 records	\$45.00	\$160.85
9-1-1 Routing, per 1,000 records	\$95.00	\$339.15
9-1-1 ALI and 9-1-1 Routing, per 1,000 records	\$140.00	\$500.00
	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
9-1-1 Exchange Access Trunk, per trunk or connection	\$35.00	\$350.00
ALI Data Access Connection, per trunk or connection	\$25.00	\$250.00

Notes:

1. Records are rounded up to the nearest 1,000 for billing purposes.
2. Additional charges may apply for other Local Exchange Services under this tariff or by other local exchange carriers in connection with the provisioning of E9-1-1 service to the Customer.
3. ICB rates will be determined based upon the unique configuration required for each Customer, including, but not limited to: number of persons served, proximity of Customer to Company facilities, equipment at Customers' premises.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. Nonrecurring Charges;
- B. Recurring Charges;
- C. Termination liabilities; or
- D. Combinations of (A), (B), and (C).

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1. Equipment and materials provided or used;
  - 2. Engineering, labor, and supervision;
  - 3. Transportation; and
  - 4. Rights of way and/or any required easements.
- B. Cost of maintenance.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)

6.1 Special Construction (Cont'd.)

6.1.2 Basis for Cost Computation (Cont'd.)

- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff or Service Order Agreement preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided.
- H. An amount for return and contingencies.

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9-1-1 SYSTEM PROVIDER TARIFF

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## SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)

## 6.1 Special Construction (Cont'd.)

## 6.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A. The period upon which termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - (a) equipment and materials provided or used;
    - (b) engineering, labor, and supervision;
    - (c) transportation; and
    - (d) rights of way and/or any required easements;
  - 2. License preparation, processing, and related fees;
  - 3. Tariff or Service Order preparation, processing and related fees;
  - 4. Cost of removal and restoration, where appropriate; and
  - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 6.1.3.B preceding shall be adjusted to reflect the recalculated estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D. Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)

6.2 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or non-service affecting maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3 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, for service that falls within this Special Arrangements section. Rates developed in response to such requests may be different for tariffed service than those specified for such service in this tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

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9-1-1 SYSTEM PROVIDER TARIFF

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SECTION 7 - PROMOTIONAL OFFERINGS

7.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the Nonrecurring or Recurring Charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. If required, the Company shall file promotions with the Commission for tariff approval prior to offering service at promotional rates.

7.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a limited period of time.