
GENERAL AND LOCAL EXCHANGE TARIFF

TITLE PAGE

ZIPLY FIBER NORTHWEST, LLC d/b/a ZIPLY FIBER

135 Lake Street South
Kirkland, Washington 98033

ZiPLY Fiber Northwest, LLC dba ZiPLY Fiber was formerly known as Frontier Communications Northwest, LLC d/b/a ZiPLY Fiber which was formerly known as Frontier Communications Northwest Inc. The Frontier Communications Northwest Inc. Tariff WN U-17 has been replaced in its entirety by the ZiPLY Fiber Tariff WN U-101.

Schedule of Rates, Rules and Regulations Governing Regulated Local Telecommunications Services Provided in the Territory Served by the Company Within the State of Washington as Follows:

Acme	Ferndale	Oakesdale
Alger	Garfield	Palouse
Anacortes	George	Priest River
Arlington	Granite Falls	Pullman
Benton City	Grayland	Quincy
Big Lake	Halls Lake	Republic
Blaine	Kennewick	Richland
Bothell	Kirkland	Richmond Beach
Brewster	La Conner	Rockford
Bridgeport	Latah	Rosalia
Burlington	Laurel	Sedro Wooley
Camas-Washougal	Leavenworth	Silver Lake
Cashmere	Loomis	Skykomish
Chelan	Lyman-Hamilton	Snohomish
Concrete	Lynden	Soap Lake
Conway	Mansfield	Stanwood
Coupeville	Maple Falls	Stevens Pass
Curlew	Marblemount	Sultan
Custer	Marysville	Sumas
Darrington	Molson-Chesaw	Tekoa
Deming	Monroe	Tonasket
Edison	Moscow, Idaho (Wash. portion)	Waterville
Entiat	Mount Vernon	Wenatchee
Everett	Naches	Westport
Everson	Newport	Woodland
Fairfield	Nile	
Farmington	Oak Harbor	

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EXPLANATION OF SYMBOLS

- C - To signify changed condition, rule or regulation
- D - To signify discontinued rate, regulation, or condition
- I - To signify an increase in rate
- K - To signify that material has been transferred to another sheet or place in the tariff
- M - To signify that material has been transferred from another sheet or place in the tariff
- N - To signify new rate, regulation, condition, or sheet
- O - To signify no change
- R - To signify a reduction in rate
- T - To signify a change in text for clarification purposes

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III. RULES AND REGULATIONS

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<p>A. <u>Application</u></p> <p>1. The regulations set forth herein apply to intrastate services and facilities furnished within the State of Washington by Ziplly Fiber Northwest, LLC, d/b/a Ziplly Fiber, hereinafter referred to as the Company, subject to the jurisdiction of the Washington Utilities and Transportation Commission.</p>	
<p>2. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.</p>	
<p>B. <u>Definitions</u></p> <p>The following definitions are generally applicable in this tariff unless specifically defined otherwise in a particular section.</p> <p><i>Actual Cost:</i></p> <p>Actual cost refers to the cost of materials plus the rate per hour at the Company's labor rate.</p>	
<p><i>Air Lines Mileage:</i></p> <p>The shortest distance between the points involved.</p>	
<p><i>Applicant:</i></p> <p>An individual or concern making application to the Company for telephone service.</p>	
<p><i>Basic Calling Service:</i></p> <p>Telephone service which consists of an access line charge plus usage which encompasses call frequency, duration and intraexchange or interexchange (non-toll) with a single per minute rate applicable twenty-four (24) hours a day, seven (7) days a week.</p>	
<p><i>Business Service:</i></p> <p>Exchange service furnished to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, fraternal lodges, churches, clubs, other organizations of a similar nature and individuals practicing a profession or operating a business who have no offices other than their residence and where the use of service is principally or substantially of a business, professional or occupational nature.</p>	
<p><i>Central Office:</i></p> <p>A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks.</p>	

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<p><i>Central Office Trunk:</i></p> <p>A Network Access line between the central office and a multiline system located on the customer's premises, which utilizes common equipment.</p>	
<p><i>Channel:</i></p> <p>A path for communication between two (2) or more telephones or Company offices, furnished in such a manner as the Company may elect, whether by wire, radio, or a combination thereof.</p>	
<p><i>Class of Service:</i></p> <p>The various categories of service generally available to the customer: Business, Residence, Coin Line, and Public Access Line.</p>	
<p><i>Coin Line Service:</i></p> <p>A coin voice grade exchange line that provides switch based dial tone first (DTF) coin line functionalities for the connection of customer-owned coin operated telephones (COCOTs).</p>	
<p><i>Commission:</i></p> <p>The regulatory body of the State of Washington, namely the Washington Utilities and Transportation Commission.</p>	
<p><i>Company:</i></p> <p>ZiPLY Fiber Northwest, LLC d/b/a/ ZiPLY Fiber</p>	
<p><i>Contiguous Exchanges:</i></p> <p>Two exchanges whose boundaries adjoin.</p>	
<p><i>Continuous Property:</i></p> <p>Property owned or leased and occupied by a customer, which is not separated by public highways or by property occupied by others.</p>	
<p><i>Customer:</i></p> <p>A person, firm, partnership, corporation, municipality, cooperative organization, governmental agency etc., receiving service from the Company.</p>	
<p><i>Customer Premises Equipment (CPE):</i></p> <p>Devices or apparatus and/or their associated wiring provided by a customer.</p>	

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<p><i>Customer Premises Inside Wire (CPIW):</i></p> <p>Wire for telecommunications purposes, which is on the customer's premises between the CPE and the protector. Inside wire begins on the customer's side of the Standard Network Interface (SNI).</p>	
<p><i>DS1 Cyber Service:</i></p> <p>A DS1 signal between the customer premises and the central office. This digital link can be used to transport switched data services. DS1 Cyber Service is available in increments of twenty-four (24) digital channels.</p>	
<p><i>Demarcation Point (Network Interface):</i></p> <p>The point of common termination of Company-provided and customer-provided facilities. Sometimes referred to as the Standard Network Interface (SNI).</p>	
<p><i>Exchange:</i></p> <p>An exchange is a specified area established for the furnishing of communication service. It usually embraces a city, town, village, or unincorporated community and environs thereto and may consist of one or more central offices, together with the associated plant used in furnishing service within that area.</p>	
<p><i>Exchange Service:</i></p> <p>See Local Service.</p>	
<p><i>Extended Area Service:</i></p> <p>Interexchange telephone service furnished at flat or measured service rates between two (2) or more exchanges for which no toll rates apply.</p>	
<p><i>Extension of Service:</i></p> <p>An extension of company Distribution Plant for new Tariffed residential basic local exchange service to a location where no Distribution Plant of the Company exists at the time an Extension of Service is requested. An extension is constructed at the request of one or more Applicants for service as set forth in Section III.C.13. Extensions of Service do not include trenches, conduits, or other support structure for placement of Company-provided facilities from the Applicant's property line to the Premises to be served. Extension of Service, as defined in this tariff, does not apply to Extensions of Service to Developments or to Extensions of Service for Temporary Occupancy or Temporary Service.</p>	
<p><i>Facilities:</i></p> <p>Supplemental equipment, apparatus, wiring, poles, cables, and other materials and mechanisms necessary to, or furnished in connection with telephone service.</p>	
<p><i>Flat Rate Service:</i></p> <p>Service furnished at a fixed monthly charge.</p>	

III. RULES AND REGULATIONS (Continued)

<p><i>Foreign Exchange:</i></p> <p>Any exchange other than that in which the customer is located.</p>	
<p><i>Foreign Exchange Service:</i></p> <p>Network access line service furnished to a customer from a Central Office located in an exchange other than that in which the customer's set is located, or off-premises extension service furnished to a customer in an exchange other than that in which the customer's set is located.</p>	
<p><i>Hunting:</i></p> <p>A general designation for a group of individual lines, in a central office, so arranged that the switching equipment will search over the group to find an idle line.</p>	
<p><i>Individual Line Service:</i></p> <p>See One-Party Service.</p>	
<p><i>Installation Charge:</i></p> <p>A nonrecurring charge made to cover all or a portion of the cost associated with the installation or move of communication facilities.</p>	
<p><i>Interface:</i></p> <p>That point on the premises of the customer at which provision is made for connection of Company facilities to facilities provided by others.</p>	
<p><i>Lifeline:</i></p> <p>A program which provides reduced monthly rates for low-income residential customers who meet established eligibility requirements.</p>	
<p><i>Line Extensions:</i></p> <p>See Service Extensions.</p>	
<p><i>Local Calling Plans:</i></p> <p>Optional calling plans offer expanded local calling areas for an additional monthly rate.</p>	
<p><i>Local Exchange:</i></p> <p>In connection with foreign exchange service, that exchange in which the primary termination of the Network Access line is located.</p>	

III. RULES AND REGULATIONS (Continued)

<p><i>Local Message:</i></p> <p>Communication between customers within the same local service area.</p>	
<p><i>Local Private Line:</i></p> <p>A line located wholly within an exchange, furnished for the customer's own use for communication or signaling between points on that line, and not connected for switched exchange service.</p>	
<p><i>Local Service:</i></p> <p>Telephone service furnished between customers' telephones located within the same local service area.</p>	
<p><i>Local Service Area:</i></p> <p>The area within which telephone service is furnished under a specific exchange rate. This area may include one or more exchanges without the application of toll charges.</p>	
<p><i>Measured Usage:</i></p> <p>A separate charge applicable to each outgoing local message (local exchange and EAS). Usage charges are based on call frequency, duration, and intraexchange or interexchange (non-toll) with a single per minute rate applicable twenty-four (24) hours a day, seven (7) days a week. Measured usage is provided in conjunction with Basic Calling Service.</p>	
<p><i>Message:</i></p> <p>A completed customer telephone call.</p>	
<p><i>Mileage:</i></p> <p>Additional recurring charges based on distance measurement as provided in the tariff.</p>	
<p><i>Minimum Contract Period:</i></p> <p>A minimum length of time for which a customer is obligated to pay for service, facilities, or equipment, whether or not retained by the customer for such minimum length of time.</p>	
<p><i>Native American Lifeline¹:</i></p> <p>Additional federal Lifeline and Link Up assistance for qualifying low-income individuals living on Native American tribal lands to reduce the cost of basic telephone service, initial connection charges and line extension charges. This program is in compliance with the FCC Twelfth Report and Order, CC-Docket 96-45 – Promoting Deployment of Subscribership in Underserved and Unserved Areas.</p>	

¹ Program will be available on October 1, 2000.

III. RULES AND REGULATIONS (Continued)

<p><i>Network Access Line:</i></p> <p>A communications facility between the customer's premises and the serving central office, providing access to and from the telecommunications network.</p>	
<p><i>Network Interface:</i></p> <p>The point of common termination of Company-provided and customer-provided facilities sometimes referred to as the Standard Network Interface (SNI).</p>	
<p><i>Noncontiguous Exchanges:</i></p> <p>Two exchanges whose boundaries do not adjoin.</p>	
<p><i>Off-Premises Stations and Extensions:</i></p> <p>Off-Premises Stations are appearances of private branch exchange station lines in premises other than that in which the switchboard or switching equipment is located.</p> <p>Off-Premises extensions are additional appearances of a Network Access Line or station line.</p>	
<p><i>One-Party Service:</i></p> <p>A grade of Network Access arranged to serve one customer only, although additional telephones may be connected to the Network Access line as extensions.</p>	
<p><i>Permanent Disconnect:</i></p> <p>A service is permanently disconnected when the customer is denied both incoming and outgoing service by the Company, and the facilities used in the service are immediately made available for use for another service.</p>	
<p><i>Premises:</i></p> <p>A building, two (2) or more buildings, or part of a building, including associated grounds, located on continuous property and occupied by an individual customer. This could include all or part of a single residential or business building, multi-story building, or multiple-buildings on continuous property.</p>	
<p><i>Private Branch Exchange:</i></p> <p>A communication system consisting of various stations, equipment and facilities to connect these stations to central office lines or to other stations in the system either manually or automatically.</p>	
<p><i>Protector:</i></p> <p>A device used for safeguarding against excessive voltage or current.</p>	

III. RULES AND REGULATIONS (Continued)

<p><i>Residence Service:</i></p> <p>A class of Network Access furnished to an individual at a residence, or place of dwelling, where the actual or obvious use of the service is for domestic purposes.</p>	
<p><i>Route Mileage:</i></p> <p>The distance measured along the route of the circuit between any two (2) or more given points on that circuit.</p>	
<p><i>Service Charges:</i></p> <p>A nonrecurring charge associated with establishing or changing service.</p>	
<p><i>Service Extensions:</i></p> <p>See Extension of Service.</p>	
<p><i>Slamming:</i></p> <p>Slamming is the unauthorized change of a subscriber's preferred telecommunications carrier.</p>	
<p><i>Speculative Project:</i></p> <p>An undertaking of a speculative nature, which in the opinion of the Company, appears to involve risk of failure.</p>	
<p><i>Standard Network Interface:</i></p> <p>The points of common termination of company-provided and customer-provided facilities.</p>	
<p><i>Supersedure:</i></p> <p>Supersedure of service is when a new customer, who qualifies for the establishment of service, assumes the existing service, as is, of another customer on the premises where the existing service is being rendered and where an arrangement acceptable to the Utility is made to pay outstanding charges against the service.</p>	
<p><i>Supplemental Service Area (SSA):</i></p> <p>A discrete area served by the Company that is adjacent to a pre-existing exchange, as shown on a map filed with the Commission. Unless otherwise specified in the tariff, service is provided under the rates, terms and conditions applicable to the adjacent exchange.</p>	
<p><i>Tariff:</i></p> <p>The rates, charges, rules and regulations adopted and filed by the Company and approved by the Washington Utilities and Transportation Commission.</p>	

III. RULES AND REGULATIONS (Continued)

<p><i>Telephone:</i></p> <p>A single or multiline facility consisting of a transmitter, receiver, network control signaling unit, and associated equipment.</p>	
<p><i>Telephone Service:</i></p> <p>Telephone service consists of local and/or toll service.</p>	
<p><i>Temporary Disconnect:</i></p> <p>The suspension of telephone service at the request of the customer or on the initiative of the Company without permanent disconnection of service.</p>	
<p><i>Temporary Service:</i></p> <p>Local service definitely known to be required for a short period, such as service provided for contractors for use during the construction of a building, sales campaigns, athletic contests, conventions, fairs, circuses, etc.</p>	
<p><i>Terminal Loop:</i></p> <p>The wire facility used in providing an off-premises station or extension telephone.</p>	
<p><i>Termination Charge:</i></p> <p>The charge applicable when an agreement for service is terminated by the customer before the expiration of the minimum agreement period.</p>	
<p><i>Tie Line:</i></p> <p>A telephone channel entirely within an exchange connecting two private branch exchange systems for the purpose of interconnecting the stations of one system with the stations of the other without the use of trunk lines to a central office of the Company.</p>	
<p><i>Toll Rate:</i></p> <p>The charge prescribed for toll messages based upon the duration of the initial and additional periods and distance between exchanges.</p>	
<p><i>Toll Message:</i></p> <p>A completed call between two exchange telephones located in different Local Service areas, between two (2) toll telephones, or between a toll telephone and an exchange telephone.</p>	
<p><i>Toll Service:</i></p> <p>Telephone Service between exchanges or locations for which a toll rate is charged.</p>	

III. RULES AND REGULATIONS (Continued)

<p><i>Trade Name:</i></p> <p>The name or style under which a concern conducts its business and by which it is generally known to the public.</p>	
<p><i>Tribal Link Up:</i></p> <p>A national, consumer education and outreach program designed to promote universal service to low-income Tribal Land households and to get those who do not have service onto the telephone network.</p>	
<p><i>Trunk Line:</i></p> <p>See Central Office Trunk.</p>	
<p><i>Utility:</i></p> <p>See Company.</p>	
<p>C. <u>General Regulations</u></p>	
<p>1. <i>Establishment and Furnishing of Services</i></p>	
<p>a. Application For Service</p> <p>The Company may require an applicant to sign an application form furnished by the Company and to establish his credit as provided in these Regulations before the establishment of service.</p>	
<p>The Company will accept oral or written application from a customer for additions to or changes in the existing service of such customer.</p>	
<p>An application is merely a request for service and does not in itself bind the Company to serve except under reasonable conditions, nor does it bind the applicant to take service. The Company may refuse to accept an application for service if the service is not to be established within a reasonable time. Regulations permitting the Company to refuse or deny service for cause are included in 480-120-061 of the Washington Administrative Code (WAC).</p>	
<p>An application for service canceled by the applicant or the Company prior to the establishment of the service applied for is subject to the following conditions:</p> <p style="padding-left: 40px;">Canceled by Applicant</p> <p style="padding-left: 80px;">If cancellation is requested prior to the start of installation, the application will be canceled by the Company and no charge applies except as specifically covered by written contract or as provided for elsewhere in these Regulations.</p>	

III. RULES AND REGULATIONS (Continued)

<p>If cancellation is requested subsequent to the time installation has been started, the application will be canceled by the Company, and the Company will collect the service order and central office connection charges applicable to the work actually completed at the time the application is canceled, or such other amounts specifically covered by contract in accordance with these Regulations.</p>	
<p>Installation is considered to have been started when the Company incurs any expense which it would not otherwise have incurred as a result of the installation, provided:</p> <p style="padding-left: 40px;">The applicant has advised the Company to proceed with the installation and the Company has accepted the offer.</p>	
<p>If the cancellation is requested after completion of an installation, it will be treated as a discontinuance of service and the minimum requirements of the rate will be applicable in addition to the installation charge or service connection charges applicable.</p>	
<p>Canceled by the Company</p> <p style="padding-left: 40px;">If an applicant refuses to comply with the Company's Rules and Regulations prior to the establishment of service, the Company may cancel the application, and any monies collected from the applicant will be refunded.</p>	
<p>b. Advance Payments</p> <p style="padding-left: 40px;">At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's rate for all services ordered plus installation charges that may be applicable in addition to such special construction charges as are to be borne by the applicant.</p>	
<p>Federal, State, or Municipal governmental agencies may not be required to make advance payments.</p>	
<p>c. Deposits</p> <p style="padding-left: 40px;">Regulations involving Deposits are included in WAC 480-120-122, 480-120-123, 480-120-124 and 480-120-128.</p>	
<p>For residential service for applicants without previous verifiable service, the amount of deposit will be equivalent to two months estimated billing. When the applicant cannot establish credit or pay a deposit or deposit extended payments, the applicant or customer may furnish a guarantor to secure payment, not to exceed the amount of the requested deposit. The company may require that the guarantor:</p> <ul style="list-style-type: none"> - Reside in the state of Washington; - Currently have service with company; - Have an established satisfactory payment history for the class of service being guaranteed. 	
<p>Qualifying customers may receive relief from this regulation. See Lifeline Service.</p>	

III. RULES AND REGULATIONS (Continued)

<p>d. Provision of Equipment</p> <p>All terminal equipment necessary for the provision of a given service may be furnished and owned by the Customer. The customer may be required to provide suitable housing or other protective measures where Company-provided equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer to meet terminal equipment specifications when and where required.</p>	
<p>When commercial power is used for the operation of Telephone Company facilities, the customer will provide the necessary power wiring, power outlets, and commercial power. The customer assumes all responsibility for the safe condition of the power wiring, power outlets, and commercial power. The customer will allow the Company access to the power supply, if necessary.</p>	
<p>Where fiber facilities to the customer premises is deployed:</p> <p>(1) Commercial power will be furnished by the customer as required under <i>C.1.d. Provision of Equipment</i> above.</p>	
<p>(2) A back-up battery unit, which is supplied by the Company, and battery, initially supplied by the Company at the customer premises, is required in case of a commercial power outage.</p>	
<p>(3) The customer is responsible for battery maintenance, including replacement, if necessary.</p>	
<p>e. Customer Billing</p> <p>The customer is responsible for all charges in conjunction with the services furnished, including collect toll messages, which have been accepted at the customer's telephone.</p>	
<p>Monthly recurring charges are billed in advance and toll charges are billed in arrears. Special billing arrangements may be established for services provided to governmental agencies.</p>	
<p>For billing purposes each month is presumed to have thirty (30) days.</p>	
<p>Bills are due when rendered unless otherwise specified on the bill and may be paid at any business office of the Company or at any agency authorized to receive such payments.</p>	
<p>If a customer whose bill is rendered monthly fails to at least pay the charges associated with local service, within fifteen (15) days after its date of presentation, the Company may temporarily or permanently disconnect the customer's service. Such disconnection shall not be made until at least twenty-four (24) hours following written notification to the customer of the Company's intention to disconnect service.</p>	
<p>When a utility employee is dispatched to disconnect service for nonpayment, and the customer pays the bill, the utility shall assess a Restoral Charge as provided in Section <i>IV.</i> for the premises visit to the service address.</p>	

III. RULES AND REGULATIONS

<p>Service which has been temporarily disconnected will be charged the regular rates for a period not to exceed ten days following the date of disconnection. When service is completely disconnected, charges for service will be discontinued as of the date of disconnection.</p>	
<p>f. Checks Returned By Banks</p> <p>For each check returned by a bank to the Company for the reasons of insufficient funds or a closed account, a Return Check Charge from Section IV. will be applied and collected by the Company. A returned check is considered to be a nonpayment. This also applies to transaction cards.</p>	
<p>g. Late Payment Charge</p> <p>A Late Payment Charge of two percent (2.0%) or ten dollars (\$10.00), (whichever is greater) for residential on past due balances over \$10.00.</p>	(T)
<p>A Late Payment Charge of two percent (2.0%) or ten dollars (\$10.00), (whichever is greater) for business on past due balances over \$10.00.</p>	(T)
<p>The Late Payment Charge applies to each customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward.</p>	
<p>The Company will accommodate customers who have a medical emergency as provided for by WAC 480-120-172(6). In the case of a certified medical emergency under this rule, the Company will waive the late payment charges for the length of time provided for in WAC 480-120-172(6)(c).</p>	
<p>The Company will waive late payment charges for customers who establish a preferred payment date, and whose payment is made by the scheduled date, as provided by WAC 480-120-161(2)(a). If payment is not made by the scheduled date, late payment charges shall apply.</p>	
<p>When the customer contacts the Company to question certain charges made to the customer's billing, and the customer and the Company work together to resolve the concern, if the Company agrees to credit the customer's account, the Company will also credit the customer's account for any late payment charges associated with the credited amount.</p>	
<p>When a complaint involving disputed charges is referred to the Commission for resolution, the Company will waive the late payment charges associated with the disputed amount for the period of time the complaint is open with the Commission, provided that charges not in dispute are paid when due. Late payment charges associated with disputed charges will be treated the same as disputed charges under WAC 480-120-172(12).</p>	
<p>h. Minimum Contract Period</p> <p>Except as specified elsewhere in this tariff, the minimum contract period is one (1) month from the date service or additions to service are established, and the minimum charge is the established rate for one month.</p>	

III. RULES AND REGULATIONS

<p>Special contractual arrangements for special equipment or special assemblies of equipment are developed as required.</p>	
<p>i. Refund of Overcharge</p> <p>Overcharges to a customer shall be refunded to the customer with interest, retroactive to the time of the overcharge, up to a maximum of two (2) years under WAC 480-120-163.</p>	
<p>2. <i>Discontinuance of Service</i></p> <p>Regulations involving the Discontinuance of Service are included in WAC 480-120-171, 480-120-172, 480-120-173 and 480-120-174.</p>	
<p>3. <i>Abuse or Fraudulent Use of Service</i></p> <p>The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service is grounds for immediate disconnection and/or disabling of service and includes:</p> <p>The use of service or facilities of the Company to transmit a message, or to locate a person, or otherwise to give or obtain information, without payment of the charge applicable for service.</p>	
<p>The obtaining, or attempting to obtain, or assisting another to obtain, or to attempt to obtain service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.</p>	
<p>The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another.</p>	
<p>The use of profane or obscene language.</p>	
<p>The use of the service in such manner as to interfere unreasonably with the use of the service by other customers.</p>	
<p>EAS Bridging – EAS Bridging is directly or indirectly obtaining service in an exchange which is within more than one EAS area, and using that service, or permitting it to be used, in such a way that subscribers in one EAS area may call subscribers in areas outside the normal or EAS calling scope of the calling party without incurring toll and/or access charges. Bona fide occasional or inadvertent transfer of calls outside the calling party's normal or EAS calling scope, if proven by the customer, is not an abuse or fraudulent use of service.</p>	

III. RULES AND REGULATIONS (Continued)

<p>The use of a switching system to automatically connect an incoming call to an outgoing private line or foreign exchange line to permit the incoming caller to extend a call to a distant location over these facilities is considered to be switching of calls, a service normally performed by the Company. The act of providing a switching service for the purpose of circumventing Company charges is deemed to be abuse or fraudulent use of service as described herein. Also, providing a switching service for which a separate charge is made to any person or organization is deemed to be resale of service as described in these General Regulations.</p>	
<p>4. Release of Service</p> <p>The resale of any service provided by the Company is not permitted except as provided elsewhere in this Tariff or as specifically authorized by the Company.</p>	
<p>5. Telephone Numbers</p> <p>The customer has no property right to the telephone number nor any right to continuance of service through any particular central office. Should the customer want to be served from a particular central office, he may be required to pay interoffice mileage.</p>	
<p>The Company reserves the right to change the customer's telephone number or the central office associated with such number, or both, as may be required for the proper conduct of its business.</p>	
<p>6. Directories</p> <p>The Company will make arrangements for the publication and distribution of directories in compliance with WAC 480-120-251.</p>	
<p>The Company is not liable for damages arising from errors in or omissions of directory listings for which there is no charge, or listings obtained from "Directory Assistance." In the case of listings for which a charge is made, its liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.</p>	
<p>7. Obligation of Company</p> <p>a. Furnishing of Service</p> <p>The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.</p>	
<p>Where facilities beyond those normally required are provided to satisfy customer requests, charges based on the additional costs incurred will apply.</p>	
<p>When a customer orders service, which cannot be completed during scheduled working hours, the customer may be required to pay overtime charges. If the customer requests that overtime labor be performed, charges as specified under Time and Material Charges in Section IV. will apply. The customer must agree to this provision before such overtime work will be performed.</p>	

III. RULES AND REGULATIONS (Continued)

<p>Overtime charges will not be applicable when a service request is delayed due to Company reasons and work is completed on an overtime basis.</p>	
<p>When the construction of certain facilities is necessary for the furnishing of a service, except where otherwise noted in the tariff, the ownership of such facilities will be vested in the Company, even though all or a part of the cost of construction is borne by the customer.</p>	
<p>The Company will determine the type of facilities to be provided for the furnishing of a service.</p>	
<p>The Company will be reimbursed for the costs associated with customer requests for relocation or rearrangement of facilities.</p>	
<p>b. Maintenance and Repair</p> <p>All costs associated with the maintenance and repair of services furnished by the Company will be borne by the Company except as specified elsewhere in this Tariff.</p>	
<p>The Company will be reimbursed for any loss or damage to its facilities on the customer's premises resulting from intentional destruction, neglect, carelessness, or any other cause except from fire or unavoidable accidents.</p>	
<p>Access to customer's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing, or removing any part of the Company's facilities.</p>	
<p>c. Allowance for Interruptions</p> <p>The Company will provide a prorated credit when it becomes aware that a customer has been without service for more than twenty-four (24) hours in a month.</p>	
<p>The amount of prorated credit will be the monthly cost of service divided by thirty (30), then multiplied by the number of days or portions of days during which service was not provided.</p>	
<p>A prorated credit will not be provided when negligence of the customer, force majeure, customer premises equipment, or inside wiring is the proximate cause for the unavailability of a service.</p>	
<p>d. Service Performance Guarantee (SPG)</p> <p>If a business-class or a residence-class customer requests installation of a new or subsequent service or repair of an existing service, and the installation or repair is not completed as agreed, the customer will be eligible to receive a credit of one hundred dollars (\$100.00) for business-class service or twenty-five dollars (\$25.00) for residence-class service.</p>	

III. RULES AND REGULATIONS (Continued)

<p>One credit per service order or per trouble report may be applied, if the installation or repair involves services from the tariff but excludes the following:</p> <p style="padding-left: 40px;">Public Telephone Service Toll Service Wide Area Telephone Service (WATS)</p>	
<p>Each credit shall be limited to the amount specified above for each service order or trouble report.</p>	
<p>A credit will be extended in accordance with the above conditions when a missed commitment is reported to or discovered by the Company.</p>	
<p>A credit will be extended in accordance with the above conditions only after the Company fails to meet a commitment to install or repair one (1) or more of the services specified above or fails to restore Company-owned facilities used to provide any of the services specified above.</p>	
<p>The Company will not make firm service date agreements during labor difficulties (including without limitation strikes, slowdowns, picketing or boycotts).</p>	
<p>Delayed residential local service order</p>	
<p>Residential customers requesting new local service that is not delivered on time as agreed with the Company at the time of the order will be offered Out of Service (OOS) Support, as described in Section III.C.7.e.) of this tariff, or – at the customer’s option – voicemail (a non-regulated service) where technically feasible and facilities are available.</p>	
<p>Credits will be provided in accordance with the above conditions to business-class or residence-class customers.</p>	
<p>This Service Performance Guarantee does not constitute a waiver of the provisions of Allowance for Interruptions. Credits paid in accordance with Service Performance Guarantee shall be in addition to those required to be paid in accordance with Allowance for Interruptions.</p>	
<p>Credit is NOT applicable to:</p> <p style="padding-left: 40px;">Claims for credit by customers that are temporarily disconnected for nonpayment or are requesting reconnection from a temporary disconnect for nonpayment.</p>	
<p>Misuse or abuse of the Company owned facilities, or if the problem is found to be associated with the customer's inside wiring or the customer's premises equipment.</p>	
<p>Missed commitments for new or subsequent service and outages of more than twenty-four (24) hours that are a result of natural disasters or circumstances beyond the control of the Company, such as acts of God, wars, revolution, civil commotion, acts of public enemy, labor difficulties (including without limitation strikes, slowdowns, picketing or boycotts), that occur within such a proximity of the due date that the Company could not reasonably notify the customer nor perform the necessary service. Such example is where there has been a storm or other catastrophe that has caused a large number of customers to lose telecommunications services and/or other similar utility type services.</p>	

III. RULES AND REGULATIONS (Continued)

<p>e. Out of Service (OOS) Support</p> <p>OOS Support is available, at the Company’s discretion, to individual customers who report an out of service condition. Both residential and business customers contacting the repair center with an out of service condition on one or all of their individual lines will be given the option, at the Company’s discretion, to call forward at no charge the out of service line(s) to another working number during the time the telephone number is out of service. Business customers will also have the option of having a “make busy” condition placed on the out of service line(s) for the duration of the out of service condition.</p>	
<p>Customers not currently subscribing to call forwarding service will have this OOS Support option available only for the duration of the out of service condition.</p>	
<p>OOS Support is available to customers with outages such as No Dial Tone (NDT), Can’t Call Out (CCO), or Can’t Be Called (CBC). OOS Support is also available to customers who are dissatisfied with the repair commitment time.</p>	
<p>OOS Support is not available to Coin Phones, Integrated Service Digital Network (ISDN) Service, Remote Call Forwarded Lines, Customized Multi-line Telephone Service (except Make Busy or Restore Busied Lines), PBX trunks, or Multi-line Hunts.</p>	
<p>Customers are responsible for applicable usage charges associated with any local measured calling plan service or long distance service.</p>	
<p>If the customer currently subscribes to call forwarding service, it will continue to be provided at the current charge to the customer.</p>	
<p>Provision of OOS Support does not constitute a waiver of the provisions under Allowance for Interruptions or the Service Performance Guarantee in Section III. of this tariff, nor does it apply in lieu of requirements for Major Outages described in WAC 480-120-412.</p>	
<p>f. Liability</p> <p>The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in transmission occurring in the course of furnishing a service and not caused by the negligence of the customer, shall, in no event, exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error, or defect in transmission occurs.</p>	
<p>When the facilities of other companies are used in establishing connections to points not reached by the Company’s facilities, the Company is not liable for any act or omission of the other company or companies.</p>	
<p>The Company is not liable for any unavoidable damage to the customer’s premises resulting from the attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof.</p>	

III. RULES AND REGULATIONS (Continued)

Data Speed Limitations – While Local Exchange Access Line Service may be used by the customer for dial-up access, the advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the telephone company.	
In the event of a power failure at the customer's premises where fiber facilities are used for service, no allowance is made for interruption of service, and the Company shall not be held liable for such an interruption of service. Nor shall the Company be liable for any property damage or personal injury, or any other alleged damage or injury, caused by any customer provided or maintained power supply, wiring, or power outlet.	
Undercharges to a customer shall be billed to the customer retroactive to the time the undercharging occurred or to the time the undercharge can be documented by the Company.	
The customer indemnifies and saves the Company harmless against: Claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities.	
Claims for infringement of patents arising from combining with or using in connection with facilities of the Company, apparatus and systems of the customer.	
All other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.	
8. Customer Premises Inside Wire (CPIW) CPIW is telephone wiring located on the customer's premises beginning at the point of termination of the Company's facilities (demarcation point) and terminating at the point of connection with terminal equipment.	
The connection to Company facilities will be at a standard network interface (SNI) provided by the Company. FCC registered/approved equipment must be used. Use of unapproved or altered equipment can result in discontinuance of service and/or a service charge for costs to eliminate harm from the network.	
Installation and Maintenance of customer provided inside wire is the responsibility of the customer.	
If it is necessary for the Company to make a service call to clear the Company's line having a fault caused by CPIW, Time and Material Charges will apply. The Company will notify the customer of the problem and discuss charge(s) before the service person is dispatched.	

III. RULES AND REGULATIONS (Continued)

<p>9. <i>Demarcation Point</i></p> <p>The point(s) of demarcation, or standard network interface (SNI), will normally be provided as follows for each primary service location on continuous property.</p> <p>a. Switched Network Services</p> <p>(1) Residence Building – Single Occupant</p> <p>The SNI will normally be located outside the building at the protector.</p>	
<p>(2) Residence Building – Multi Occupant</p> <p>(a) Small complex (typically twenty-five (25) units or less) - One (1) SNI will be established for the complex. Normally this will be located either outside the building at the protector or inside the building at a point mutually agreed upon by the building owner and the Company such as an equipment room.</p>	
<p>(b) Large complex (typically more than twenty-five (25) units) - As a minimum, one (1) SNI will be established for the complex. If a single SNI is used, the building will be treated as a small complex. Upon mutual agreement by the Company and the building owner, multiple SNIs may be established at centralized locations throughout the building.</p>	
<p>(3) Single Business Building – Single Occupant</p> <p>The SNI will normally be located outside the building at the protector or inside the building at a point mutually agreed upon by the customer and the Company such as an equipment room.</p>	
<p>(4) Multiple Business Buildings – Single Customer</p> <p>As a minimum, one (1) SNI will be established for the complex. The building in which the SNI is located will be treated as Single Business Building - Single Occupant. Upon mutual agreement by the Company and the customer, multiple SNIs may be established for the complex. If multiple SNIs are used, each building at which an SNI is located will be treated as a Single Business Building - Single Occupant.</p>	
<p>(5) Multiple Business Buildings – Multiple Customers</p> <p>Each building will be treated as a Single Business Building – Multiple Customers.</p>	
<p>(6) Single Business Building – Multiple Customers</p> <p>(a) If the building capacity is provided primarily through horizontal construction (such as a mall), as a minimum, one (1) SNI will be established for the complex. The SNI will normally be located either outside the building at the protector or inside the building at a point mutually agreed upon by the building owner and the Company such as an equipment room. Upon mutual agreement by the Company and the owner, multiple SNIs may be established either on each premises occupied by an individual tenant or at centralized locations throughout the building.</p>	

III. RULES AND REGULATIONS (Continued)

<p>(b) If the building capacity is provided primarily through vertical construction (such as a high rise building), as a minimum, one (1) SNI will be established for the building. The SNI will normally be located in a centralized location, such as an equipment room, on the ground floor or basement of the building. Upon mutual agreement by the Company and the building owner, multiple SNIs may be established. If multiple SNIs are used, one SNI will be located at a centralized location on each floor.</p>	
<p>b. Dedicated Network Services</p> <p>A demarcation point in addition to those described above may be established at a point mutually agreeable to the Company and the customer.</p>	
<p>10. <i>Temporary Service or Speculative Projects</i></p> <p>Establishment of Temporary Service or Service to Speculative Projects.</p> <p>Subdivisions, housing projects, multifamily dwellings, and mobile home parks having five (5) or more individual units, and commercial or industrial developments may be considered speculative projects.</p>	
<p>The Company will, if no undue hardship to its existing customers will result therefrom, furnish temporary service or service to speculative projects under the following conditions:</p> <p>The applicant for such service may be required to pay to the Company in advance, or otherwise as the Company may elect, the net cost of installing and removing any facilities necessary in connection with the furnishing of such service by the Company.</p>	
<p>Each applicant may be required to deposit with the Company a sum of money equal to the estimated amount of the Company's bill for such service or to otherwise secure, in a manner satisfactory to the Company, the payment of any bills which may accrue by reason of such service to be furnished or supplied.</p>	
<p>Nothing in this Regulation shall be construed as limiting or in any way affecting the right of the Company to collect from the applicant any other or additional sum of money, which may become due and payable to the Company from the applicant by reason of the service furnished.</p>	
<p>If a customer maintains for thirty-six (36) consecutive months a service installation which was originally established on a temporary or speculative basis, and if his business or operation at the end of that time has proven its permanency to the satisfaction of the Company, there will be refunded to the customer an amount equal to the charge above, less the normal Line Extension Charge which would have been applicable at the time the customer's service was installed. If the business has not proven its permanency at the end of thirty-six (36) months, the refund provision will no longer apply.</p>	
<p>11. <i>Lifeline Service</i></p> <p>a. Lifeline Service</p> <p>Lifeline Service applies the current Federal Baseline Credit amount to offset the federal End User Subscriber Line Charge as specified in Ziplly Fiber FCC Tariff 2.</p>	

III. RULES AND REGULATIONS (Continued)

<p>An additional supplemental reduction will be made to the local single line residential rate of qualifying Lifeline Service customers.</p>	
<p>Funding for Lifeline Service baseline amount and the supplemental reduction amount is obtained from a universal service support mechanism which all telecommunications carriers, that provide interstate telecommunications services, contribute to on an equitable and non-discriminatory basis.</p>	
<p>Lifeline Service may not be disconnected for non-payment of toll charges.</p>	
<p>Deposit requirements do not apply to Lifeline voice service customers if toll blocking is employed.</p>	
<p>Lifeline Toll Restriction Service is available on a voluntary basis where technically feasible to Lifeline Telephone Service customers at no charge.</p>	
<p>Lifeline Toll Restriction Service allows access to local, 911, 0-, 1+800/877/888, etc., and EAS calls. Access to Directory Assistance is available to Lifeline customers by dialing 0- and an operator surcharge will be applied. Access to Service Activation Codes "*" / #" (e.g., *66, *69) is also allowed. Upon customer request, some Service Activation Codes may be blocked at no charge, where conditions and facilities permit.</p>	
<p>Lifeline Toll Restriction Service prevents 0+, 00-, 1+NPA-NXX-XXXX, 1010XXXX, International (01+, 011+), Directory Assistance (411, 1+411, 0+411, 555-1212, 1+/0+555-1212, 1+/0+NPA-555-1212), 1+900 calls, 1+700, 976 calls, and IntraLATA toll calls.</p>	
<p>b. Eligibility Requirements</p> <p>Lifeline Service is only available to low income residential customers who meet the qualifications in 47 CFR § 54.409.</p>	
<p>Subscriber certification (and annual recertification) will comply with 47 CFR § 54.410.</p>	
<p>c. Terms and Conditions</p> <p>An applicant may request Lifeline assistance directly through the on-line consumer portal of the National Lifeline Eligibility Verifier (NLEV), also known as National Verifier. Applicants may also mail a completed paper application, Household Worksheet, and proof of eligibility to the Lifeline Support Center. Applicants may contact the Company to request that paper copies of the application and Household Worksheet be mailed to them or may obtain the required forms from the following website: https://www.lifelinesupport.org/ls/nv/default.aspx.</p>	

III. RULES AND REGULATIONS (Continued)

<p>d. Rates and Charges</p> <p>A total credit amount applies to the Lifeline Service customer's monthly bill as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Federal and State Lifeline Credits for a One-Party Line:</td> <td style="text-align: right; vertical-align: bottom;"><u>Monthly Rate</u></td> </tr> <tr> <td>(1) Federal Lifeline Support credit</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">- Broadband</td> <td style="text-align: right;">\$9.25²</td> </tr> <tr> <td style="padding-left: 20px;">- Voice</td> <td style="text-align: right;">\$5.25³</td> </tr> </table>	Federal and State Lifeline Credits for a One-Party Line:	<u>Monthly Rate</u>	(1) Federal Lifeline Support credit		- Broadband	\$9.25 ²	- Voice	\$5.25 ³	
Federal and State Lifeline Credits for a One-Party Line:	<u>Monthly Rate</u>								
(1) Federal Lifeline Support credit									
- Broadband	\$9.25 ²								
- Voice	\$5.25 ³								
<p>When a customer is no longer eligible for Lifeline Service, the credit amounts specified previously will be discontinued.</p>									
<p>12. Native American Lifeline⁴</p> <p>Residential customers who reside on federally recognized tribal lands are eligible to receive additional enhanced federal Lifeline support in order to reduce the price for basic local telephone service. An individual living on tribal lands shall qualify for an additional enhanced federal Lifeline credit of up to twenty-five dollars (\$25.00) per month if the individual participates in any state or federal programs identified in Section III. preceding or one of the following assistance programs:</p> <ul style="list-style-type: none"> Bureau of Indian Affairs General Assistance Tribally Administered Temporary Assistance for Needy Families Head Start (only those households meeting its income qualifying standard) Food Distribution Program on Indian Reservations (FDPRI) 									
<p>If a resident of a federally recognized tribal land satisfies the Lifeline Service eligibility criteria as defined in Section III., the resident will receive the state support, as well as the additional enhanced federal support.</p>									
<p>The Company shall provide lifeline telephone service to any applicant who certifies via supporting documentation, under the penalty of perjury, the household income to be at or below one hundred thirty-five percent (135%) of the applicable Federal Poverty Guidelines.</p>									

² Broadband = service that includes qualifying broadband service.

³ Voice = voice service with no qualifying broadband service as defined by 47 C.F.R. § 54.403 (a)(2).

⁴ Program will be available on October 1, 2000.

III. RULES AND REGULATIONS (Continued)

<p>The additional enhanced federal credit will be available to Lifeline customers who reside on tribal lands in the following exchanges:</p>	
<u>Reservation</u>	<u>Exchange</u>
Confederated Tribes of the Colville Reservation	Tonasket Republic Brewster Bridgeport
Lummi Tribe of the Lummi Reservation	Ferndale
Nooksack Indian Tribe	Everson Deming Lynden
Samish Indian Nation	Anacortes
Sauk-Suiattle Indian Tribe	Darrington
Shoalwater Bay Tribe of the Shoalwater Bay Indian Reservation	Grayland
Stillaguamish Tribe	Arlington
Swinomish Indians of the Swinomish Reservation	Anacortes La Conner
Tulalip Tribes of the Tulalip Reservation	Marysville
Upper Skagit Indian Tribe	Sedro-Woolley
13. Extension of Service	
<p>a. Construction Charges</p> <p>(1) The Company shall furnish, install and maintain all facilities necessary to serve Applicants in accordance with its lawful rates, terms and conditions, its established construction standards and in accordance with, and to the extent required by, Commission rules and state statutes.</p>	
<p>(2) The type of construction (buried or aerial) is the prerogative of the Company, except where designated by law. If Applicant(s) chooses a different type of construction than that specified by the Company and the Company agrees, or is required to use, the requested type of construction, the Applicant(s) shall be responsible for any additional cost.</p>	
<p>(3) The route shall be determined by the Company. If Applicant(s) chooses a different route than that specified by the Company and the Company agrees to use the requested route, the Applicant(s) shall be responsible for any additional cost.</p>	

III. RULES AND REGULATIONS (Continued)

<p>(4) Bills and costs estimates for construction charges are not to be construed as being bills for exchange or interexchange service.</p>	
<p>(5) The estimated cost of construction for a specific job shall be provided to the Applicant(s) requesting the construction. The estimated cost of construction shall be in writing and shall be good for thirty days after the Company provides the cost estimate to the Applicant(s).</p>	
<p>(6) Any force majeure event, or other condition which prevents the provision and performance of service, may delay the timeframes or construction intervals referred to within this tariff. This includes, but is not limited to: delays caused by the Applicant, including failure to provide access to the customer's premises; delays caused by local, state, federal, or tribal government authorities, including failing to provide easement or access to rights of way; delays caused by vendors or other third parties, or; uncontrollable events, such as frozen ground, tornadoes, severe weather, lightning, injunctions, strikes or work stoppages, and negligent or willful misconduct by customers or third parties, including but not limited to, outages originating from introduction of a virus onto the provider's network.</p>	
<p>(7) Pursuant to WAC 480-120-061, where Applicants are so located that it is necessary or desirable to use private and/or government right-of-way to furnish service, such Applicants are responsible for securing all necessary rights of way or easements, or pay the cost of providing such rights-of-way in addition to any applicable charges.</p>	
<p>(8) Specific provisions governing construction charges can be found in Section <i>III.C.14.</i>, Construction of Outside Plant Facilities.</p>	
<p>b. Description</p> <p>(1) Extension of Service</p> <p>Extension of Service, means an extension of Company Distribution Plant for new Tariffed residential basic local exchange service to a location where no Distribution Plant of the extending Company exists at the time an Extension of Service is requested. An extension is constructed at the request of one or more Applicants for service. An Applicant is any person applying for new Tariffed residential basic local exchange service. Extension of Service does not include trenches, conduits, or other support structure for placement of Company-provided facilities from the Applicant's property line to the Premises to be served. Extension of Service shall be provided by the Company under, and to the extent required by, these and other applicable tariff provisions and in compliance with WAC 480-120-071.</p>	
<p>(2) Application of Tariff</p> <p>(a) Extension of Service does not apply to extensions to Developments applied for by Developers. A Developer is any owner of a Development who offers it for disposition, or an agent of such an owner, and a Development is defined as land which is divided or is proposed to be divided for the purpose of disposition into four (4) or more lot parcels, or units. The terms and conditions associated with requests for facilities to serve residential Developments can be found in Section <i>III.C.10.</i> and <i>III.C.14.b.(1)</i>.</p>	

III. RULES AND REGULATIONS (Continued)

<p>(b) Extension of Service does not apply to applications for Extension of Service for business services and applications for Extension of Service by residential customers for service other than residential basic local exchange service. An Applicant for business services shall be charged the actual cost for any extension undertaken by the Company to serve such Applicant, and the estimated cost of the extension must be paid in full in advance. Residential customers shall be charged the actual cost of any extension undertaken by the Company to serve any such customer with requested services other than for the provision of residential basic local exchange service and the estimated cost of the extension must be paid in full in advance. If the cost of construction of the Extension of Service for business services or for residential services other than basic local exchange service exceeds the estimated cost that was billed to the Applicant(s), the Company may bill, and the Applicant(s) shall pay, the reasonable additional costs. If the actual cost of construction of such Extension of Service is less than the estimated cost that was billed to the Applicant(s), the Company shall refund any overpayment. In every case of a refund or additional charges, the Company shall provide the Applicant(s) detailed construction costs showing any difference (whether in excess of the estimated cost of construction or below the estimated cost of construction).</p>	
<p>(c) Extension of Service does not apply to service extensions for Temporary Occupancy or Temporary Service.</p>	
<p>(d) The prior WAC 480-120-071, as it was in effect on June 1, 2008, will continue to apply to applications for extension of service that the Company has completed or accepted before October 4, 2008. Section III.C.13. applies to all other requests for service before and after October 4, 2008.</p>	
<p>(3) Definitions of Terms</p> <p>As used in this Section III.C.13., the following terms shall have the definitions ascribed to them in WAC 480-120-071(1) as clarified in this section: Applicant, Cost of Service Extension, Developer, Development, Distribution Plant, Drop Wire, Extension of Service, Extraordinary Cost, Order Date, Premises, Tariffed, Temporary Occupancy, and Temporary Service. A copy of WAC 480-120-071(1) is available upon request as clarified in this section.</p>	
<p>c. Terms and Conditions</p> <p>(1) Allowance</p> <p>The Company provides a one thousand foot allowance for an Extension of Service at no charge to the Applicant, subject to the conditions set forth in this tariff. Multiple applications for a single Extension of Service or multiple Applicants on a single application for an Extension of Service are permitted when the Extension of Service follows a single construction path. When there are multiple Applicants for an Extension of Service or multiple applications received at the same time for an Extension of Service that follows a single construction path, the one thousand foot allowance may be aggregated by the number of Applicants. For example, if there are two (2) Applicants, the allowance becomes two thousand (2,000) feet.</p>	

III. RULES AND REGULATIONS (Continued)

<p>(2) Application Process</p> <p>(a) The Applicant must complete the application form provided by the Company and submit it to the Company. The application form shall be provided to the Applicant within seven business days of the Applicant's initial request for service. In the case of multiple Applicants, each Applicant must either file a separate application form or be separately identified on and sign a single form. Each Applicant shall be billed an equal portion of the applicable charges. Multiple Applicants may agree to divide the bill among themselves in a ratio different from that billed so long as the Company receives full payment. Under normal circumstances, the Company shall construct the Extension of Service subject to the terms of this Section <i>III.C.13.</i>, and provide residential basic local exchange service within thirteen (13) months from the Order Date. There are three (3) exceptions:</p> <p>(i) When an Extension of Service exceeds the one thousand foot allowance, in which case the Company shall provide the Applicant(s) a written cost estimate for the estimated cost of construction within one hundred and twenty days of the Order Date;</p>	
<p>(ii) When there are Extraordinary Costs for construction within the one thousand (1,000) foot allowance, and the Commission grants the Company's request to charge the Applicant for the Extraordinary Cost of the Extension of Service, the Company shall provide the Applicant(s) a written cost estimate for the estimated cost of construction as soon as practicable after receiving permission to recover the Extraordinary Costs. In the event the Commission rejects the Company's request, then the period of time to complete construction shall be extended by the time which has elapsed from the Order Date to the date of the Commission's order rejecting the request; and</p>	
<p>(iii) If the Applicant is a subsequent Applicant and required to pay any charges associated with a previous Extension of Service as provided for in (5) following, the Company shall provide the Applicant a written cost estimate for the estimated cost of construction within one hundred twenty (120) days of the Order Date.</p>	
<p>In (i), (ii), and/or (iii), the Extension of Service shall be completed within twelve (12) months after the Applicant(s) returns the application and pays the full amount due for the estimated cost of construction that is presented to the Applicant.</p>	
<p>(b) For line extensions within the one thousand (1,000) foot allowance, and the Applicant is not a subsequent Applicant required to pay any charges associated with a previous Extension of Service as provided for in V. following, and there are no Extraordinary Costs, the Applicant's request for service shall serve as the completed application for Extension of Service. The date the Applicant(s) requests service shall be the Order Date. If the Company determines there is a requirement for supporting structure and trench from the Applicant(s)' property line to the Applicant(s)' Premises, a representative of the Company shall notify the Applicant of all requirements and Company construction specifications.</p>	

III. RULES AND REGULATIONS (Continued)

<p>(c) When the Applicant(s) completes and delivers the application for Extension of Service to the Company, the date it is received by the Company shall be considered the Order Date. The Order Date may be extended if, as required in VI. following, all necessary support structures, trenches, or both, have not been completed by the time the Company is ready to begin construction. The Company may delay the construction of the Extension of Service until such time that all the Applicant(s) have completed construction of support structures, trenches, or both, as determined by the Company.</p>	
<p>(d) Extension of Service charges shall apply to Premises/locations in connection with residential basic local exchange service when established by means of an Extension of Service to the Company's plant facilities consisting of buried wire or pole construction and including an Extension of Service by means of poles to be owned by the Company jointly with others, and by means of contacts or contact space on poles of others.</p>	
<p>(e) Measurement of an Extension of Service shall be made from the end of the Company's facilities along the proposed route to the Premises to be served. All Extension of Service are owned and maintained by the Company.</p>	
<p>(f) For requests for additional service when existing facilities or service wire from the property line to the Premises/location to be served are at capacity, see Section III.C.14., Construction of Outside Plant Facilities.</p>	
<p>(3) Extension of Service Charge True Up</p> <p>(a) Upon the completion of the construction of the Extension of Service, the Company shall determine the difference between the estimated cost that was billed to the Applicant(s) and the actual cost of construction. If the actual cost of construction of the Extension of Service is less than the estimated cost that was billed to the Applicant(s), the Company shall refund any overpayment. In the case of multiple Applicants on an Extension of Service that follows a single construction path, the Company shall divide the difference by the number of Applicants and refund an equal amount to each of the Applicants. If the Applicants have divided the bill among themselves in amounts different from the amounts billed, it is up to the Applicants to reconcile any difference in refund. If the cost of construction of the Extension of Service exceeds the estimated cost that was billed to the Applicant or Applicants, the Company may bill, and the Applicant(s) shall pay, the reasonable additional costs up to ten percent of the estimate. In the case of multiple Applicants, the amounts shall be billed to the Applicants on a pro rata basis.</p>	
<p>(b) In every case of a refund or additional charges, the Company shall provide the Applicant(s) detailed construction costs showing any difference (whether in excess of the estimated cost of construction or below the estimated cost of construction).</p>	

III. RULES AND REGULATIONS (Continued)

<p>(4) Subsequent Applicant(s)</p> <p>(a) If, within five (5) years of the Order Date for an Extension of Service, a subsequent Applicant(s) seeks service which would be provided by means of the previous Extension of Service where the original Applicant or Applicants paid construction charges under this tariff, then the subsequent Applicant(s) shall pay a proportionate share of the original Extension of Service charges before the Company will provide service. The amount paid by the subsequent Applicant(s) shall be refunded proportionately to the original Applicant(s) who paid the Extension of Service charges.</p>	
<p>(b) In addition to (a) above, where a subsequent application involves an additional Extension of Service from the previous Extension of Service, this shall be treated as an application for a new Extension of Service and additional Extension of Service charges may apply if this Extension of Service exceeds the one thousand foot allowance, or if the Commission grants the Company's request to charge for any Extraordinary Costs for the Extension of Service.</p>	
<p>(c) The Company shall provide notice of the availability of a refund to the last known address of the original Applicant or Applicants. The notice shall state the amount of refund available. To receive the refund, the prior Applicant or Applicants must request the refund within sixty (60) days of the date of the notice. If a refund is not requested in a timely manner, then the amounts paid by the subsequent Applicant(s) shall be refunded to the payor(s).</p>	
<p>(5) Support Structures and Trenches</p> <p>(a) Construction of an Extension of Service is expressly conditioned upon the Applicant(s) completing construction of support structures, trenches, or both, on the Applicant(s)' property as determined by the Company. The Applicant's responsibility extends from the Applicant's property line to the Applicant's Premises. In the case of multiple Applicants for an Extension of Service, each Applicant is responsible for construction of support structures, trenches, or both, on that Applicant's property. All such supporting structures must be placed in accordance with Company construction specifications provided to the Applicant by the Company.</p>	
<p>(b) The Applicant(s) has the option of providing the trench and support structure as determined by the Company, or may choose the Company, or a different company for the construction of the trench and structure. If the Applicant(s) chooses the Company to dig the trench and provide the supporting structure, the Applicant agrees to pay the Company all costs associated with the trench and supporting structure. Once support structures, trenches, or both have been constructed, the Company shall provide Drop Wire to the Applicant(s) at no charge.</p>	
<p>(c) Once constructed and in place, all supporting structures and Drop Wire shall be maintained by the Company so long as service is provided by the Company to the Applicant. If the Company stops providing service to the Applicant, the Company shall have no responsibility for maintenance of supporting structures and Drop Wire. To the extent that the Company provides support structures and trenches, such material shall be owned by the Company.</p>	

III. RULES AND REGULATIONS (Continued)

<p>(d) In arranging for service under this tariff, the Applicant(s) shall be deemed to have granted the Company and its employees, agents and contractors an easement for ingress and egress to and from the Drop Wire, supporting structures, trench and protector or NID for purposes of repair, maintenance, operation, replacement of said Drop Wire, support structures and trenches, along with the protector or NID.</p>	
<p>(e) Any cost incurred because of sharing an open trench or aerial structure on the Applicant(s) private property with another utility, shall be the responsibility of the Applicant(s).</p>	
<p>(f) The Company shall only be required to use an existing support structure when it meets the following criteria:</p> <p>(i) The supporting structure follows the same path as designated by the Company for the construction of new facilities;</p>	
<p>(ii) The supporting structure has sufficient capacity for the new facilities;</p>	
<p>(iii) The consumer has exposed the existing supporting structure for Company use;</p>	
<p>(iv) The structure meets current Company standards; and</p>	
<p>(v) The consumer repairs the supporting structure to a level that meets Company standards.</p>	
<p>(6) Customer Information</p> <p>(a) When the application form is provided to the Applicant, the Company shall also provide a brief explanation of the Extension of Service rules. The explanation shall include the possibility that the Applicant shall be required to contribute to the cost of a previously built Extension of Service that is less than five (5) years old if a previously built Extension of Service is involved in providing service to the Applicant.</p>	
<p>(b) When a bill for construction costs is delivered to an Applicant, the Company shall also provide a notice of the right to be reimbursed for a portion of the cost of the Extension of Service by a subsequent Applicant and the duty to keep the Company apprised of the Applicant's current address.</p>	
<p>(7) Refusal of Service</p> <p>The Company may refuse to process an application for Extension of Service if the application or any of the Applicants is not in compliance with Commission rules, the terms and conditions of the Company's tariff, or both. In addition, the Company may decide not to process an application for Extension of Service if the Company determines that it is going to refuse service in accordance with WAC 480-120-061.</p>	

III. RULES AND REGULATIONS (Continued)

<p>d. Temporary Service or Temporary Occupancy</p> <p>(1) Service extensions to provide service to an Applicant engaged in temporary or speculative business shall be made on the condition that the Applicant pays to the Company the total cost of the construction and removal of the line necessary in furnishing the service, less the salvage value of the materials used.</p>	
<p>(2) When an Applicant(s) requests a service extension for Temporary Service or Temporary Occupancy, or the service request is deemed to be temporary by the Company, the provisions of Section III.C.10. and Section III.C.13. apply, except the one-thousand-foot allowance stated in Section III.C.13.c.(1) does not apply and the Applicant shall be billed the full Cost of the service extension which amount must be paid in advance of construction of the service extension.</p>	
<p>14. Construction of Outside Plant Facilities</p>	
<p>a. General</p> <p>Construction of outside plant facility charges and requirements apply in connection with the placement of service drops, new facilities in subdivisions, and for relocation of existing facilities.</p>	
<p>b. Conditions</p> <p>(1) General</p> <p>The Company will furnish, install, and maintain all cable/wire on the Company side of the demarcation point to serve its customers, except as otherwise provided in this tariff.</p>	
<p>Construction, as cited in this tariff section, consists of all outside plant facility work and materials required to provide service, with the exception of cable/wire which is furnished and placed by the Company.</p>	
<p>Except where required by law, the type of construction (direct burial, underground conduit, or aerial) on both public right-of-way and private property is the prerogative of the Company and will only be changed at the applicant/customer's request as provided in this tariff section.</p>	
<p>Where underground construction will not be within a utility strip or other designated right-of-way and where the Company requires adequate rights for the construction, operation, and maintenance of such construction, the applicant/customer, or tract owner, or developer in the case of real estate subdivisions, will provide the Company with easements, deed restrictions, or other appropriate covenants for these rights.</p>	
<p>The Company is not liable for any defacement of or damage to the customer's premises resulting from the furnishing of facilities, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its agents.</p>	

III. RULES AND REGULATIONS (Continued)

<p>(2) Public Right-of-Way</p> <p>(a) Normal Construction</p> <p>The Company will extend cable/wire to the property line of the applicant/customer at no charge except where Service Extensions apply. Service Extensions may apply to some applicant/customers (see Service Extension Charges).</p>	
<p>(b) Special Construction</p> <p>If the applicant/customer requests a route or type of construction other than what the Company would ordinarily provide, the additional cost of construction will be borne by the applicant/customer or others requesting the special construction.</p>	
<p>(c) Relocation of Existing Outside Plant Facilities</p> <p>When cable/wire is relocated or the type of construction is changed at the applicant/customer's, association, government entity or political division or other third-party requests, the entire cost of removing the old and constructing the new will be borne by the applicant/customer or others requesting the relocation. Payment for the cost of the change or relocation must be made prior to the change or relocation.</p>	
<p>(3) Private Property</p> <p>(a) Normal Construction</p> <p>Where the Company determines that buried wire or cable is to be used for the service connection, the applicant/customer will provide the trench to bury the network service wire.</p>	
<p>Where the Company determines that underground conduit is to be used for the service connection, the applicant/customer will provide the conduit and will own and maintain at applicant's/customer's expense the conduit and underground supporting structure. Such conduit and structure must comply with National Electric Safety Code (NESC) and Company standards. The conduit and underground supporting structure will be the property of the applicant/customer and the cable/wire will be property of the Company.</p>	
<p>Where the Company determines that cable is to be used for the service connection, the applicant/customer shall provide any poles or other supporting structures required to complete the connection. Such poles and supporting structures must comply with National Electric Safety Code (NESC) and Company standards. These poles and supporting structures will be the property of the applicant/customer and the cable will be the property of the Company.</p>	
<p>The applicant/customer will be responsible for providing the Company with access to any poles, structures, trench and/or conduit necessary for installation of cable/wire and service. The poles, structures, trench and/or conduit must meet the Company's established standards, which permit termination of the buried cable/wire at the premise property line. This termination point is to be designated by the Company.</p>	

III. RULES AND REGULATIONS (Continued)

<p>In cases where the Company is refused access to an open trench, or the Company is not notified of the availability of an open trench, it will be the responsibility of the applicant/customer to provide the necessary conduit and/or trench.</p>	
<p>The actual cost incurred because of the sharing of an open trench on private property with another utility will be the responsibility of the applicant/customer or others requesting the work.</p>	
<p>(b) Special Construction</p> <p>If the applicant/customer requests a different route or type of construction from what the Company has determined to be normal, the additional cost of construction will be borne by the applicant/customer or others requesting the special construction.</p>	
<p>(c) Relocation of Existing Outside Plant Facilities</p> <p>When cable/wire is relocated or the type of construction is changed at the applicant/customer's, association, government entity or political division or other third-party requests, the entire cost, less salvage, of removing the old and placing the new construction will be borne by the applicant/customer or others requesting the relocation. Payment for the cost of the change or relocation must be made prior to the change or relocation.</p>	
<p>(d) Service Extensions to Premises/Locations Where the Company has Previously Extended Facilities</p> <p>When an applicant or subscriber requests additional service and the existing facilities or service wires from the property line to the premises/location to be served are at capacity, the applicant or subscriber is required to provide any additional support structure for placement of the new facilities when necessary or pay the Company service extension charges from the designated point on the property line to the premises/location to be served.</p>	
<p>The Company will designate the type of support structure to be used for placement of the facilities and will use existing support structure when the support structure meets the following requirements:</p> <ul style="list-style-type: none"> - The supporting structure follows the same path as designated by the Company for the construction of new facilities; 	
<ul style="list-style-type: none"> - The supporting structure has sufficient capacity for the new facilities; 	
<ul style="list-style-type: none"> - The consumer has exposed the existing supporting structure for Company use; 	
<ul style="list-style-type: none"> - The structure meets current Company standards; or 	
<ul style="list-style-type: none"> - The consumer repairs the supporting structure to a level that meets Company standards. 	

III. RULES AND REGULATIONS

<p>c. Rates</p> <p>Where the Company performs work in public right-of-way areas, the actual cost of both labor and materials used, less salvage, will apply.</p>	
<p>15. <i>Slamming</i></p> <p>Slamming is the unauthorized change of a subscriber's preferred telecommunications carrier.</p>	
<p>ZiPLY Fiber Northwest, LLC adopts and adheres to the most current FCC rules established in Docket 94-129.</p>	
<p>D. <u>Termination Liability</u></p> <p>1. In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be twenty-five percent (25%) of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:</p> <p style="text-align: center;">$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$</p>	
<p>2. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.</p>	
<p>3. <i>End of Term Options</i></p> <p>a. Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:</p> <ul style="list-style-type: none"> - Renew their term commitment, - Commit to a new term period, - Arrangement for a change of service, or - Arrange for termination of the service. 	
<p>b. In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.</p>	
<p>4. Early termination charges will not be assessed under the following circumstances:</p> <p>a. Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term.</p>	

III. RULES AND REGULATIONS

Customer attempts to move the existing service to a new location within Company's service area, but the service is unavailable;	
b. Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or	
c. Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:	
- The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,	
- The Company provides the new service via tariff or on an individual case basis (ICB), and	
- The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.	
5. Rules and regulations set forth in 1., 2., 3., and 4. preceding affect only those services that reference this section for termination liability application. Termination liability as specified for other services shown elsewhere in the Company's tariffs applies in lieu of the above.	

IV. SERVICE CHARGES

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IV. SERVICE CHARGES (Continued)

A. <u>General</u>	
1. Service Charges are nonrecurring charges that apply to customers for work performed by the Company for the ordering, provisioning and changing of local telephone service.	
2. Service Charges apply in addition to all other rates and charges unless stated otherwise for specific items.	
3. The charges specified herein do not contemplate work being performed by Company employees at a time when overtime wages apply. If the customer requests that overtime labor be performed, overtime charges as specified under Time and Material Charges, will apply.	
4. <i>Installment Billing</i> Residential customers may select an installment billing option. This option provides for billing one-time charges in three (3) equal monthly installments.	
5. Qualifying customers may receive a discount or waiver of certain of these charges. See Lifeline Service, Section III. preceding.	
6. When service which has been disrupted by fire, accident, or natural catastrophe is reestablished for the customer at either the original location or a new location, Service Charges will not apply for the installation of the Network Access line and Standard Network Interface (SNI) that were in place prior to the disaster. The customer will be responsible for replacing facilities beyond the point of demarcation (SNI).	
B. <u>Application of Service Charges</u>	
1. <i>Service Order Charges</i> a. Service Order Charge – Initial Applicable to work done in receiving, recording, and processing information necessary to execute an applicant's request for the initial establishment of telephone service at a premises.	
b. Service Order Charge – Subsequent Applicable to work done in receiving, recording and processing information necessary to execute an applicant's request for additions, moves, or changes to existing service.	
2. <i>Central Office Connection Charge</i> a. Applicable to work done in the central office, between the central office and station protector and on the protector in association with providing an exchange access line or making changes thereto.	
b. This charge does not apply when service is assumed by a customer prior to discontinuance by another customer (supersedure) and there is no change of telephone number.	

IV. SERVICE CHARGES (Continued)

<p>c. This charge applies to each change in telephone number made at the request of the customer.</p>							
<p>d. This charge applies for each move of the service drop and/or the associated station protection device.</p>							
<p>e. This charge applies to each change of calling plan (Basic and Premium).</p>							
<p>3. Access Line Work Charge</p> <p>The charge applied to work associated with making and changing connections on the circuit between the serving central office up to and including the protector on the customer's premises, and/or other premises where the service is to be terminated, including necessary cross connections and line and station transfers.</p>							
<p>4. Reconnect Charge</p> <p>The charge applied for restoration of service after suspension for nonpayment or to the suspension of service temporarily at the request of the customer.</p>							
<p>5. Repair Charges – Time and Material</p> <p>Applicable to each service call by the Company for a trouble report from customer-provided equipment and/or facilities and for all time resulting from customer's requests to perform work on an overtime basis.</p> <p>a. Time and Material Charges apply in addition to applicable Service Order Charges.</p>							
<p>b. Time and Material Charges will apply when the Company extends wiring from the outside plant distribution terminal to a premises in a multi-unit residence or business structure.</p>							
<p>c. The Company will not repair, adjust, or perform any work on customer-provided equipment and/or facilities.</p>							
<p>d. Charges as specified in Section C.6. following apply for work performed Monday through Friday between 8:00 a.m. and 5:00 p.m. Work requested at other hours and on Saturdays, Sundays and Holidays, if agreed to by the Company and the customer (or private vendor for the customer), will be subject to the surcharge shown below in addition to the regular labor rate:</p> <table data-bbox="391 1457 940 1549"> <tr> <td>Overtime Monday through Friday</td> <td>50%</td> </tr> <tr> <td>Saturdays</td> <td>50%</td> </tr> <tr> <td>Sundays and Holidays</td> <td>100%</td> </tr> </table>	Overtime Monday through Friday	50%	Saturdays	50%	Sundays and Holidays	100%	
Overtime Monday through Friday	50%						
Saturdays	50%						
Sundays and Holidays	100%						
<p>e. When a customer elects to have the Company install inside wire and/or jacks (wiring and/or jack installation on the customer side of the demarcation point), such work will be performed on a deregulated basis.</p>							

IV. SERVICE CHARGES (Continued)

6. <i>Returned Check Charge</i> Applicable for each check returned by a bank to the Company for the reasons of insufficient funds or a closed account.	
7. Service Charges are not applicable in the following situations:	
a. Service upgrade of basic exchange service.	
b. Billing address changes.	
c. Changes to published from Non-Publish service.	
d. Installations, moves or changes made on the initiative of the Company, (e.g., changes made for maintenance reasons, changes in type of central office operation, etc.).	
e. Removal or disconnect of service.	
f. Public Telephone Service.	
g. Service reestablished which had been disrupted by fire, accident or natural catastrophe.	
h. Legal name changes.	
i. Supersedure of service due to death of responsible party.	
j. Change of street address due to legal change in house number and/or street name.	
8. Late Payment Charge – See Rules and Regulations <i>C.1.h.</i>	

IV. SERVICE CHARGES (Continued)

	Nonrecurring Charge	
	<u>Business</u>	<u>Residence⁵</u>
1. Service Order Charge – Initial	\$48.50	\$26.25
2. Service Order Charge – Subsequent	24.25	12.00
3. Central Office Connection Charge	17.00	17.00
4. Access Line Work Charge	0.00	0.00
5. Reconnect Charge, per line	41.25	29.00
6. Time and Material Charges		
a. Time Charge – each 15 minutes or fraction thereof per employee	12.00	12.00
Overtime Charges	Refer to <i>B.5.d.</i> preceding	
Material Charge	At Cost	At Cost
b. A five minute allowance into the next time increment will be grated.		
7. Returned Check Charge	15.00	15.00
8. Late Payment Charge – See Rules and Regulations <i>C.1.h.</i>		
D. <u>Tribal Link Up</u>		
1. <i>General</i>		
Tribal Link Up helps low-income Tribal Land subscribers initiate telephone service by providing to qualifying residential subscribers a one hundred percent (100%) reduction, up to one hundred dollars (\$100.00) in Tribal Link Up installation credits to establish telephone service.		
Tribal Link Up can only be associated with the primary residential connection.		

⁵ Qualifying customers may receive a discount or waiver of certain of these charges. See Lifeline Service, Section *III.* preceding.

IV. SERVICE CHARGES (Continued)

<p>Funding is obtained from a universal service support mechanism to which all telecommunications carriers, that provide interstate telecommunications services, contribute to on an equitable and nondiscriminatory basis.</p>																	
<p>2. Eligibility Requirements</p> <p>In order to qualify for Tribal Link Up, the applicant must meet the income test for a general low income assistance program listed below or shown in the Native American Lifeline section of the tariff, Section III.:</p> <ul style="list-style-type: none"> a. Medicaid b. Supplemental Nutrition Assistance Program c. Supplemental Security Income d. Federal Public Housing Assistance (Section 8) e. Low-Income Home Energy Assistance Program f. National School Lunch Program's free lunch program g. Temporary Assistance for Needy Families 																	
<p>Applicants may be certified eligible by the Department of Social and Health Services (DSHS).</p>																	
<p>3. Special Conditions-Native American Link Up Discount⁶</p> <p>Subscribers who live on federally recognized tribal lands and meet the Native American Lifeline eligibility criteria described in Section III. or Section IV. are eligible for federal assistance of a one hundred percent (100%) reduction, up to one hundred dollars (\$100.00) in Tribal Link Up installation credits to establish telephone service. Installation credits include initial connection charges in Section IV. and line extension charges in Section III..</p>																	
<p>This additional credit will be available to Native American Lifeline customers who live in the following exchanges:</p> <table style="margin-left: 40px;"> <tr> <td>Anacortes</td> <td>Ferndale</td> </tr> <tr> <td>Arlington</td> <td>Grayland</td> </tr> <tr> <td>Brewster</td> <td>LaConner</td> </tr> <tr> <td>Bridgeport</td> <td>Lynden</td> </tr> <tr> <td>Darrington</td> <td>Marysville</td> </tr> <tr> <td>Deming</td> <td>Republic</td> </tr> <tr> <td>Everson</td> <td>Sedro Woolley</td> </tr> <tr> <td></td> <td>Tonasket</td> </tr> </table>	Anacortes	Ferndale	Arlington	Grayland	Brewster	LaConner	Bridgeport	Lynden	Darrington	Marysville	Deming	Republic	Everson	Sedro Woolley		Tonasket	
Anacortes	Ferndale																
Arlington	Grayland																
Brewster	LaConner																
Bridgeport	Lynden																
Darrington	Marysville																
Deming	Republic																
Everson	Sedro Woolley																
	Tonasket																

⁶ Program will be available on October 1, 2000.

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V. RESERVED FOR FUTURE USE (Continued)

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VI. OPERATOR AND DIRECTORY SERVICES

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VI. OPERATOR AND DIRECTORY SERVICES (Continued)

<p>A. <u>Call Referral Service</u></p> <p>1. <i>General</i></p> <p>Call Referral Service is offered to customers who have moved to a new location, disconnected telephone service or requested a telephone number change. Calls to the intercepted telephone number are referred to an operator or are routed to a pre-recorded message that informs the caller of the status of that number. At the customer's request, the new number may be included in the basic recording, and if a customized option is selected, additional information can be included. Call Referral Service is available where facilities and numbers are available. No charges apply when Call Referral is provided due to a Company error.</p>	
<p>2. <i>Service Description</i></p> <p>Basic Call Referral:</p> <p>This level of service provides a pre-recorded announcement stating that the called number has been disconnected or changed. At the customer's request, the new number may be included in the recording. Basic Call Referral Service is provided free of charge for thirty (30) days to both residence and business customers.</p>	
<p>Extended Basic Call Referral:</p> <p>This optional level of service includes Basic Call Referral as described above and provides customers the ability to extend the Basic Call Referral service beyond the initial thirty (30) day period for a fee. The minimum period is an additional one month, to a maximum of eleven (11) additional months as shown in Rates and Charges following.</p>	
<p>Internet Call Messenger Service / New Number Call Routing:</p> <p>This is an optional, customized, intercept service available to business and residence customers who have relocated or changed telephone numbers and request more than the Basic Call Referral announcement. The customer may specify his/her own wording for the referral announcement (up to two hundred forty (240) characters). The announcement may include referral information such as line status, names, new telephone number, new address, zip code, and business hours, but may not include any advertising as determined solely by the Company.</p>	
<p>New Number Call Routing may be requested when a disconnected number has been in use by more than one customer (e.g., business partnership, members of the same household, etc.), and each party wishes to receive calls at their new number. A customized recording is created using each party's name and associated new number as directed by the customers.</p>	
<p>Internet Call Messenger Service or New Number Call Routing services are offered for a minimum of one month and a maximum of twelve (12) months as shown in Rates and Charges following.</p>	

VI. OPERATOR AND DIRECTORY SERVICES (Continued)

<p>3. <i>Conditions</i></p> <p>The Company reserves the right to refuse any customer's requested message that it deems to be in violation of the Rules and Regulations section of this tariff. Messages must also be in compliance with all administrative rules, state statutes, and public policy considerations.</p>	
<p>Personalized recorded message services such as Extended Basic Call Referral, Internet Call Messenger Service, or New Number Call Routing will not be provided to customers who have been disconnected for nonpayment.</p>	
<p>All applicable charges for Call Referral Services will be billed in advance as a one-time charge. Customers will be billed for the total requested Call Referral Service time period on their next billing statement.</p>	
<p>Basic Call Referral and Extended Basic Call Referral are available to Customized Multi-line Telephone Service or Custom Line Telephone Service customers.</p>	
<p>Call Referral Service in this Section is not applicable for Direct Inward Dialing (DID) customers. Extended Basic Referral service for DID customers is set forth in Section VII., General Services of this tariff.</p>	
<p>One (1) month is equivalent to thirty (30) days of service for Call Referral Service offerings.</p>	
<p>4. <i>Application of Rates</i></p> <p>The monthly nonrecurring rate applies to each full or partial subsequent month that service is provided.</p>	
<p>In addition to the monthly nonrecurring charge for Internet Call Messenger Service or New Number Call Routing, a Customized Recording Set-up Fee will apply.</p>	
<p>The Customized Recording Set-up Fee applies to all initial and subsequent orders for Internet Call Messenger Service or New Number Call Routing.</p>	
<p>The rates and charges following are in addition to any other applicable rates and charges.</p>	

VI. OPERATOR AND DIRECTORY SERVICES (Continued)

5. <i>Rates and Charges</i>			
		<u>Non-Recurring Charge</u>	
		<u>Residential/Business</u>	
Basic Call Referral			
First thirty (30) days		No charge	
Extended Basic Call Referral, maximum order is twelve (12) months, including the first thirty (30) days offered under Basic Call Referral above.			
First additional month (minimum order)		\$20.00	
Each additional month or fraction thereof		10.00	
		<u>Residential</u>	<u>Business</u>
Internet Call Messenger Service / New Number Call Routing			
Each month or fraction thereof (no free period)			
One (1) month minimum / twelve (12) month maximum		\$15.00	\$25.00
Customized Recording Set-up Free (Initial or Subsequent order)		25.00	25.00
B. <u>Local Directory Assistance Service</u>			
1. <i>General</i>			
a. In addition to providing telephone directories to all local exchange service customers, the Company furnishes Local Directory Assistance Service to provide customers with assistance in obtaining directory information.			
b. The Company's directory assistance operator will provide a calling party with telephone numbers, information that a customer has a Non-Publish number, or that the requested customer has no telephone listing.			
c. The regulations and rates set forth below apply to calls from customers who request assistance in determining telephone numbers of customers who are located in the same Local Access and Transport Area (LATA) as the customer making the request.			
2. <i>Conditions</i>			
a. A maximum of two (2) telephone numbers will be provided on each call to Local Directory Assistance. The customer should advise the operator at the beginning of the call if two (2) listings will be requested.			

VI. OPERATOR AND DIRECTORY SERVICES (Continued)

b. The charges for Local Directory Assistance do not apply to requests originating from: (1) Hotel, motel, and hospital patient lines, or	
(2) An exchange access line, which the Company has determined is used on a continuing basis by a person incapable of using the Company's directory.	
(3) Handicap customers are exempt from the Operator Service Charge on all operator assisted calls.	
c. The Company shall establish practices and procedures to administer exceptions to the charge for local directory assistance, verify disabilities, and prevent abuse thereof.	
d. For Terms, Conditions and Rates and Charges, see Local Directory Assistance Service in the Washington Catalog for Competitively Classified Intrastate Services, Section VI..	
e. Local Directory Assistance includes Directory Assistance Plus at no additional charge. If the customer asks for two (2) listings, the second number will be automatically connected unless the customer asks the operator to be connected to the first number.	
3. Rates and Charges See Washington Catalog for Competitively Classified Intrastate Services, Section 5, Rates and Charges for the Local Directory Assistance charge.	

VII. GENERAL SERVICES

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VII. GENERAL SERVICES (Continued)

<p>A. <u>Outgoing Call Restrict Service</u></p> <p>1. <i>General</i></p> <p>Outgoing Call Restrict Service (CRS) provides the capability to block outgoing dialed calls to selected numbers or prefixes. The service is provided in the central office and is available in four packages of predetermined numbers. Subscriber dialed calls to restricted numbers are blocked in the Company's central office and diverted to an intercept announcement.</p>	
<p>2. <i>Conditions</i></p> <p>Outgoing Call Restrict Service is available on local exchange One-party residence and business network access lines where central office and operating conditions permit.</p>	
<p>The provisions of each Outgoing Call Restrict Service are as stated previously in this tariff. No substitutions of any features are permitted.</p>	
<p>The customer retains the capability of accepting Third Number Billed and Collect calls on any Outgoing Call Restrict Service. The customer is responsible for these calls billed to his account.</p>	
<p>0- access is not permitted under the provisions of this tariff. Therefore, where 911 Emergency service is not available in a serving area, it is the responsibility of the customer to notify station users that Operator access is not available.</p>	
<p>The Company shall not be liable to any person for damages of any nature arising out of, resulting from, or in connection with the provision of Outgoing Call Restrict Service offered herein, including without limitation the inability of the station user to access the operator for any purpose and any of the other restricted codes specified in the dialing options listed previously.</p>	
<p>Service Charges in Section IV. are waived when Call Restrict Service is:</p> <p>a. Ordered and installed at the same time as the Local Exchange Service.</p>	
<p>b. Ordered and installed at the same time as another change on the Local Exchange Service line in which Service Charges found elsewhere in this tariff apply.</p>	
<p>c. Ordered during promotional campaigns and area specific introductory promotions conducted when these services are first made available in a central office. These activities shall not exceed a period of sixty (60) days per occurrence and shall be approved by the Commission prior to the promotion. This condition applies to single line nonhunting service only.</p>	
<p>Nonrecurring charges for the installation of CRS 1 (Limited Restriction) and CRS 4 (976 Call Restriction) shall be waived upon initial request for single line nonhunting service. If the customer subsequently removes CRS 1 or CRS 4 blocking and then orders it reinstated on the same line, appropriate Nonrecurring charges will apply.</p>	
<p>Call Restrict Service shall be removed upon written request from the customer.</p>	

VII. GENERAL SERVICES (Continued)

<p>Split 1+DDD Blocking</p> <p>This blocking service is offered to aggregators upon request, on a per line basis. An aggregator is any individual, partnership, association, joint-stock company, trust or corporation that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises.</p>	
<p>3. <i>Description</i></p> <p>CRS packages permit calls to the following nonchargeable numbers/prefixes:</p> <p>911 1+800/877/888 Local Calls Listed toll free numbers for Telephone Company (Repair, Billing, etc.)</p> <p>a. CRS 1 – Limited Restriction</p> <p>Blocks calls to 1+(900)XXX-XXXX and 0+(900)XXX-XXXX. Blocks intrastate calls to 1+976-XXXX.</p>	
<p>b. CRS2 – Maximum Restriction</p> <p>Blocks calls to: Same numbers as CRS 1 plus Points accessed by 0-, 0+, 01+, 011+, and 1+ dialing with the exception of 1+800/877/888.</p>	
<p>c. CRS 3 – Split 1+DDD Restriction</p> <p>Blocks calls to 10XXX+1+ and 10XXX+011+.</p>	
<p>d. CRS 4 – 976 Call Restriction</p> <p>Blocks intrastate calls to 1+976-XXXX.</p>	

VII. GENERAL SERVICES (Continued)

4. <i>Rates per Line</i>		
	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
a. CRS 1 – Limited Restriction		
Initial Installation		
Individual Network Access Lines	\$0.00	\$0.00
Subsequent Installation		
Individual Network Access Lines	0.00	10.00
b. CRS 2 – Maximum Restriction	3.40	10.00
c. CRS 3 – Split 1+DDD Restriction	5.00	26.00
	<u>Rate</u>	<u>Charge</u>
d. CRS 4 – 976 Call Restriction		
Initial Installation		
Individual Network Access Lines	0.00	0.00
Subsequent Installation		
Individual Network Access Lines	0.00	10.00
B. <u>Emergency Alerting System</u>		
1. <i>General</i>		
<p>This service is designed for any emergency reporting system. A person calling the listed reporting number activates a conference circuit, which rings conference telephones, enabling the caller to report the emergency to answering personnel on the system. The conference circuit can also be activated manually via a dispatcher.</p>		
2. <i>Conditions</i>		
<p>Basic Systems are required in each central office serving Network Access lines in a system.</p>		
<p>Remote answering terminals permit personnel away from home, upon hearing the siren, to call a designated telephone number, which will connect them to the system. This optional feature requires a Non-Publish One-party Business Network Access line. It will handle up to three simultaneous calls. The Network Access rates for this line will apply.</p>		
<p>The Amplifier feature is an option, available to maintain a satisfactory level of transmission.</p>		

VII. GENERAL SERVICES (Continued)

The Manual Origination Feature permits activation of the system from one or two dedicated telephones or key terminations. In addition, for this optional feature, charges for One-party Business Network Access service apply for each telephone or key termination dedicated to this service.		
The Automatic Origination Feature permits activation of the system by dialing a directory number. This optional feature requires one One-party Business Network Access line.		
A nonemergency call in progress on a regular telephone may optionally be automatically overridden, or a tone may be provided signaling the emergency personnel to terminate the conversation and take the emergency call.		
When the System is in use, subsequent callers receive a busy signal preventing simultaneous activation.		
3. Rates		
	<u>Monthly Rate</u>	<u>Installation Charge</u>
Basic System for up to ten (10) Network Access lines	\$117.09	\$525.00
Common Equipment for each additional ten (10) Network Access lines (maximum of two (2))	15.79	38.50
Control Circuit for Multi-office Systems	7	-----
Station Line Circuits for each Network Access line connected to System (maximum of thirty (30))	11.15	35.50
Amplifier	10.69	35.50
Siren Control Circuit	7	-----
Manual Origination Feature (maximum of two (2))	11.62	35.50
Automatic Origination Feature (maximum of two (2))	12.08	36.00
Remote Answering Feature (maximum of three (3))	9.29	34.50

⁷ Apply interoffice mileage charges for interoffice and interexchange connections as shown in the Service Catalog under Off Premises Extension (OPX) Service. Apply signal relay controlled, commercial power charges for each application on control circuit.

VII. GENERAL SERVICES (Continued)

<p>C. <u>Special Billing Number Service</u></p>									
<p>1. <i>General</i></p> <p>The customer receives a monthly listing of toll messages for each special billing number used in placing calls.</p>									
<p>2. <i>Conditions</i></p> <p>Special Billing Number Service is available for One-party Local Exchange Service line services only.</p> <p>This service is offered for a minimum period of six (6) months.</p>									
<p>3. <i>Rates</i></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; vertical-align: bottom;"><u>Monthly Rate</u></th> </tr> </thead> <tbody> <tr> <td style="padding-left: 40px;">First twenty (20) or less numbers</td> <td style="text-align: right; vertical-align: bottom;">\$13.24</td> </tr> <tr> <td style="padding-left: 40px;">Next thirty (30) or less numbers</td> <td style="text-align: right; vertical-align: bottom;">13.24</td> </tr> <tr> <td style="padding-left: 40px;">Each additional group of fifty (50) or less numbers</td> <td style="text-align: right; vertical-align: bottom;">26.47</td> </tr> </tbody> </table>			<u>Monthly Rate</u>	First twenty (20) or less numbers	\$13.24	Next thirty (30) or less numbers	13.24	Each additional group of fifty (50) or less numbers	26.47
	<u>Monthly Rate</u>								
First twenty (20) or less numbers	\$13.24								
Next thirty (30) or less numbers	13.24								
Each additional group of fifty (50) or less numbers	26.47								
<p>D. <u>Telecommunications Service Priority (TSP) System</u></p>									
<p>1. <i>General</i></p> <p>The TSP System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) Telecommunications services. The TSP System applies only to NSEP services, includes both exchange and private line services and provides the Company with a guide to the sequence in which services are to be provisioned and/or restored.</p>									
<p>The Company currently has circuits classified as RP (Restoration Priority). These facilities were offered under 47 C.F.R. § 64.401, Subpart D, Appendix A of the FCC Rules and Regulations prior to the revisions released November 17, 1988, under GEN. Docket No. 87-505 (FCC 88-341).</p>									
<p>All facilities that can be identified by a unique circuit identifier, can be provisioned for NSEP service by the Company.</p>									

VII. GENERAL SERVICES (Continued)

<p>2. <i>Conditions</i></p> <p>a. Obtaining TSP System Service</p> <p>The Executive Office of the President, through the TSP Program Office, is empowered with the authority to receive, evaluate and process requests for NSEP services. The TSP Program Office makes the priority level assignments and issues the TSP authorization code reflecting the priority assignment associated with a request. The customer provides the TSP authorization code, in addition to all the other details necessary to complete the order, to the Company to obtain TSP System Service.</p>	
<p>The TSP authorization code, assigned on a per order basis, consists of a 12-character field, a nine-character control ID followed by a dash and a two-character field specifying the priority level assignment. Its structure is as follows:</p> <p style="text-align: center;">TSPxxxxxn-yy</p>	
<p>The "x"s contain a sequence number unique to each TSP authorization code and the "n" is a one-character alphanumeric check digit. The first "y" contains the provisioning priority level assignment and the second "y" contains the restoration priority level assignment.</p>	
<p>b. Provisioning Priority</p> <p>If the customer requires service within a shorter time interval than the Company can provide, and the requested service qualifies for NSEP, the customer may elect to invoke NSEP treatment and obtain the appropriate provisioning priority assignment from the TSP Program Office. Acceptable assignment code values are: E, 1, 2, 3, 4, 5 or 0.</p>	
<p>The assignment of the value "E" denotes Emergency Provisioning and implies the service has the most critical provisioning requirements and the Company will respond accordingly. The Company will take immediate action to provide the requested service at the earliest possible date.</p>	
<p>The assignment values of 1, 2, 3, 4 and 5 are treated as essential service priorities and the Company will adjust its available resources to meet the customer's requested due date. Rates and charges associated with invoking this priority treatment are specified under "Rates". The value "0" implies no provisioning priority.</p>	
<p>c. Restoration Priority</p> <p>A TSP authorization code for restoration priority classifies the service as being among the nation's most important NSEP telecommunication services. The Company will restore these services before service without restoration priority assignments in the order of priority assignments. Acceptable values are: 1, 2, 3, 4, 5 or 0 with the value "1" being the highest priority.</p>	

VII. GENERAL SERVICES (Continued)

<p>When the Company recognizes a TSP as being out of service, unusable or receives a trouble report, available resources will be dispatched to restore the service as quickly as practicable. A priority value of 1, 2 or 3 requires dispatch outside normal business hours if necessary to restore the service. A priority value of 4 or 5 only requires dispatch outside of normal business hours if the next business day is more than twenty-four (24) hours away. If the value "O" has been assigned, then no restoration priority is applicable to this service.</p>	
<p>The minimum period for service is one (1) month.</p>	
<p>d. Obligations of the Customer</p> <p>(1) In all instances, the customer is responsible for obtaining the appropriate TSP authorization code and providing that code to the Company.</p>	
<p>(2) The TSP System service customer must also be the customer for the FIA with which TSP service is associated. Only the customer or its authorized agent as indicated in a letter of agency on file with the Company is allowed to order TSP System service.</p>	
<p>(3) All points of a multipoint service configuration must have the same restoration priority assignment and must satisfy the requirements of that assignment.</p>	
<p>(4) In obtaining TSP System service, the customer consents to the release of certain information by the Company to the federal government in order to maintain and administer the TSP System. Such information includes: the customer's name, telephone number and mailing address, the TSP authorization code and the circuit or service ID number associated with the NSEP service.</p>	
<p>(5) The Company will attempt to notify the customer of expected charges. The customer, when invoking NSEP treatment, recognizes that quoting charges and obtaining permission beforehand may not be practicable and may cause unnecessary delays and, as a result, grants the Company the right to quote and bill charges after provisioning of the service.</p>	
<p>(6) During certain emergencies, the customer may request TSP assignments verbally and the Company will accept such verbal notification. The customer must submit a written order to the Company within two (2) working days following the verbal request. If the written order is not received within two (2) working days, all applicable rates and charges accumulated to date to provision TSP System service become immediately due and payable and the requested TSP priority is revoked.</p>	
<p>(7) The customer must request and justify revalidation of all priority level assignments at least every three (3) years.</p>	
<p>(8) Additionally, the NCS Manual 3-1-1, "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual", dated July 9, 1990, prescribes specific conditions, which warrant NSEP Treatment and related procedures.</p>	

VII. GENERAL SERVICES (Continued)

<p>e. Obligations of the (Telephone) Company</p> <p>(1) The Company will allocate resources to ensure best efforts to provide NSEP services by the time required.</p>	
<p>(2) The Company will work TSP System services in the order of their priority level assignments. The priority sequence is as follows:</p> <ul style="list-style-type: none"> - Restore NSEP services assigned restoration priority 1 - Provision Emergency (E) NSEP services - Restore NSEP - Provision NSEP 	
<p>(3) The Company services assigned restoration priority 2, 3, 4 or 5</p>	
<p>(4) Additionally, TSP services assigned provisioning priority 1, 2, 3, 4 or 5.</p>	
<p>3. Rates</p> <p>The following will work cooperatively with other providers of NSEP service, when only a portion of the TSP service is provided by the Company, to ensure "end-to-end" service.</p> <p>a. Establishment of TSP System Service</p> <p>The nonrecurring charge (NRC) specified below applies when facilities are ordered with provisioning and/or restoration priority. If both are ordered at the same time, only one NRC is applicable. The NRC is also applicable for orders changing priority levels.</p> <p style="text-align: center;">Nonrecurring Charge <u>Per Circuit</u></p> <p style="text-align: center;">\$14.50</p>	
<p>b. Provisioning Priority</p> <p>There are two (2) basic levels of provisioning priority, Emergency (provisioning priority "E") and Essential (provisioning priority 1, 2, 3, 4 or 5).</p> <p>(1) Emergency provisioning</p> <p>The Company will take immediate action to provide the requested service at the earliest possible date. The rates and charges will apply as set forth in Section III. under Construction of Outside Plant Facilities.</p>	

VII. GENERAL SERVICES (Continued)

<p>(2) Essential provisioning</p> <p>The Company will adjust its available resources to meet the customer's requested due date. To calculate the charges, the Company will keep track of the additional labor hours used to meet the request of the customer and bill the customer at the applicable Time and Material Charges as set forth in Section IV. under Service Charges.</p>	
<p>c. Restoration Priority</p> <p>Restoration Priority is a monthly rate per circuit for the ongoing administration and maintenance of the TSP System. This monthly rate only applies when a restoration priority code (1, 2, 3, 4 or 5) is specified in position 12 of the authorization code.</p> <p style="text-align: center;">Monthly Rate <u>Per Circuit</u></p> <p style="text-align: center;">\$4.90</p>	
<p>E. <u>Vacation Service</u></p> <p>1. <i>General</i></p> <p>Vacation Service is provided to one-party business or non-measured residential customers where operating conditions and facilities permit.</p>	
<p>Lifeline customers may subscribe to Vacation Service. Lifeline customers subscribing to Vacation Service relinquish their Lifeline status and pay the standard tariffed Vacation Service rate for the Network Access Line found in Section VII. of this tariff.</p>	
<p>2. <i>Conditions</i></p> <p>Vacation Service will not be made available for periods of less than one (1) month, and the maximum period is nine (9) months. The customer's number must be working for at least ninety (90) days in a calendar year.</p>	
<p>During the period of Vacation Service, no installations, moves, changes or maintenance will be provided. Changes to the billing address are allowed.</p>	
<p>No outward or inward service is provided during the period of Vacation Service.</p>	
<p>3. <i>Application of Rates</i></p> <p>The customer may request a restoration date in advance of the maximum allowable vacation period. Otherwise, complete service and billing will be restored on the last day of the maximum allowable vacation period of nine (9) months.</p>	
<p>Monthly bills for line service are rendered at the vacation service rate during the vacation service period and are to be paid in accordance with the rules and regulations outlined in Section III. of this Tariff.</p>	

VII. GENERAL SERVICES (Continued)

During the period the customer is furnished vacation service, vertical services or miscellaneous services associated directly with the line service will not be charged.		
Any Miscellaneous Services not directly associated with the line service such as Directory Listing or Operator Services would continue at the standard tariff rates. Intercept will be provided where available and referral of calls will be provided upon request of the customer.		
No service order charges apply to restore service at the completion of the vacation service period.		
4. Rates		
	Nonrecurring Rate⁸	Monthly Rate
One-party Business and Non-measured Residence Service, Per Line, Per Request	Service Order Charge – Subsequent and Central Office Connection Charges, as found in Section IV., Service Charges, are applicable to establish Vacation Service.	25% of current line rate
F. <u>Alarm Signal Transport Service</u>		
1. General		
Alarm Signal Transport Service (ASTS) provides for the monitoring of a change in the status of an alarm or other type of warning sensor supplied by an alarm company and located on a customer's premises.		
2. Conditions		
Customers to this service must obtain an alarm or other types of warning sensors from an alarm company, which executes an agreement with and meets certain conditions established by the Company. The Company will maintain a list of participating alarm companies.		
As an agent of the customer, the alarm company will initiate the order to establish ASTS. The customer is responsible for payment of the charges.		
The jack required for the connection of sensing equipment on the customer's premises will be provided by the alarm company and installed by the alarm company or the customer.		

⁸ All applicable service order charges apply at the time Vacation Service is established. There are no applicable service order charges to restore service at the end of the vacation service period.

VII. GENERAL SERVICES (Continued)

<p>The Company guarantees the transmission level of the telephone line used with ASTS for voice grade transmission only. The customer's use of his local exchange service line will not be affected by the use of that line for ASTS. Use of the line for data transmission may interfere with the use of the line for ASTS.</p>	
<p>The charge per line will be billed for a minimum of one (1) month and will be billed monthly in advance.</p>	
<p>The Company will not disconnect exchange service for overdue charges for ASTS.</p>	
<p>Emergency Reporting procedures will be as follows:</p> <p>The alarm company will, upon receipt of an alarm report, contact the customer or customer's agent to advise them of a potential security problem. In the event of an open access line, a Company Repair Center will be second point of contact. The alarm company will, under no circumstances, have the Company make the first dispatch of an alarm report at a customer's premises. Company dispatch for repair will not be made until verification that the condition is not due to a security problem (e.g. burglary, fire). The alarm company or customer must provide safe access for repair service.</p>	
<p>The alarm company will notify its customers that all service problems associated with ASTS will be first reported by the customer to the alarm company. Upon verification by the alarm company that the alarm or sensing equipment on the customer's premises is not at fault, the customer or alarm company will report the problem to a Company Repair Center. If it is subsequently discovered that the alarm or sensing equipment is at fault, the customer will be billed the appropriate tariff charge from Section IV., Time and Material.</p>	
<p>ASTS will be provided only where facilities and operating conditions permit.</p>	
<p>ASTS will be utilized for the transmission of alarm signal status from the alarm or sensing equipment only.</p>	
<p>The alarm company and the customer will indemnify and hold the Company harmless for any claims, losses or liabilities asserted by the alarm company, customer, or any other party related to any personal injury or death of any person or any loss, damage, or destruction of any property resulting directly or indirectly from the installation, operation, or failure of operation of this service or the facilities connected therewith. The Letter of Authorization for this service, which the alarm company obtains from the customer shall contain appropriate language in which the customer agrees to the limitation of the Company's liability as described in this paragraph.</p>	
<p>A customer changing from one alarm company to another will be treated as a new customer with full nonrecurring charges applicable.</p>	
<p>The Alarm Line is a dry solid copper pair which cross connects the remote customer location to the serving central office, providing alarm-monitoring capability. The Alarm Line option will allow the Company to offer service to large Centrex/PBX customers with remote locations. This option will also apply to customers who have other Scan Alert restrictions.</p>	

VII. GENERAL SERVICES (Continued)

<p>3. <i>Description</i></p> <p>A scanning device in the Company's central office will continuously check for the presence of tone on the customer's exchange line. When an absence of tone is detected, the scanning device will interrogate reporting equipment on the customer's premise and transmit a status report to the alarm company. The customer's one-party business or residence network access line is used to provide this service.</p>														
<p>4. <i>Rates</i></p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="text-align: center; width: 20%;"><u>Monthly Rate</u></th> <th style="text-align: center; width: 20%;"><u>Nonrecurring Charge⁹</u></th> </tr> </thead> <tbody> <tr> <td>Service, per line equipped</td> <td style="text-align: center;">\$6.00</td> <td style="text-align: center;">\$45.00</td> </tr> <tr> <td>Changing customer telephone number and changing type of service</td> <td style="text-align: center;">-----</td> <td style="text-align: center;">4.00</td> </tr> <tr> <td>Alarm Line, per line</td> <td style="text-align: center;">12.89</td> <td style="text-align: center;">30.00</td> </tr> </tbody> </table>				<u>Monthly Rate</u>	<u>Nonrecurring Charge⁹</u>	Service, per line equipped	\$6.00	\$45.00	Changing customer telephone number and changing type of service	-----	4.00	Alarm Line, per line	12.89	30.00
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<p>G. <u>Line Hunt and Stop Hunt Services</u></p> <p>1. <i>General</i></p> <p>This Section includes Line Hunt and Stop Hunt Services.</p>														
<p>2. <i>Conditions</i></p> <p>a. Line Hunt</p> <p>The method used to provide this service may vary from central office to central office due to the facilities available.</p>														
<p>Service is available for business and residential customers. Business Trunk, Key, PBX and Customized Multi-line Telephone Service customers are exempt from this charge.</p>														
<p>Line Hunt is used by a customer with more than one line in order to route an incoming call to an available (non-busy) line. If a line is busy, this service will hunt for an idle line in order to complete the call. Line Hunt must be on each line arranged in a hunt group.</p>														

⁹ These charges will apply in addition to any applicable charges from the Service Charges in Section IV. of this tariff, including a charge for changing a telephone number per customer request.

VII. GENERAL SERVICES (Continued)

<p>b. Stop Hunt Arrangement</p> <p>This service is available with trunk hunting Local Exchange Service and trunk lines from serving central offices, which are equipped to provide the service.</p>											
<p>Stop Hunt arrangement is used where the customer cannot answer all lines, such as at night. The arrangement permits automatic trunk hunting to be stopped at a prearranged line and give a busy indication.</p>											
<p>Should a Control Channel be required to operate with a switching key to activate the Stop Hunt feature, the channel will be provided in accordance with the appropriate Private Line Service tariff. Channels, which are in service on or before March 5, 1984 will continue to be provided at no charge.</p>											
<p>The rate contemplates controlling Local Exchange Service or trunk lines of the central office area in which the customer is located. The rate is applied to each hunt group.</p>											
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	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>									
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b. Stop Hunt Arrangement, per hunt group	11.03	\$42.75									
<p>H. <u>Tax Adjustments</u></p> <p>1. <i>General</i></p> <p>This Section provides for the adjustment to rates and charges for the recovery of local excise taxes and state utility tax surcharges.</p>											

¹⁰ Business Trunk, Key, PBX and Customized Multi-line Telephone Service customers are exempt.

VII. GENERAL SERVICES (Continued)

<p>The adjustment set forth in this Section shall apply to all rates and charges for telecommunication services constituting "telephone business" as that term is defined in Section 35.21.870 of the Revised Code of Washington ("RCW") which are applicable under other sections of this tariff within the territorial limits of any taxing jurisdiction which has imposed or hereafter imposes any business, occupation, use of streets or other excise tax or license fee upon the right of the Company to operate or do business within the jurisdiction of the taxing entity. RCW 35.21.870 defines "telephone business" as "the business of providing access to a local telephone network, local telephone network switching service, toll service, or coin telephone services, or providing telephonic, video, data, or similar communication or transmission for hire, via a local telephone network, toll line or channel, or similar communication or transmission system".</p>	
<p>2. <i>Conditions</i></p> <p>a. The rates and charges applicable under other sections of this tariff do not include any portion of business, occupation, use of streets or other excise taxes levied by any municipality or other governmental body.</p>	
<p>b. In order for the Company to recover its costs of the above-referenced taxes without imposing the burden of that tax upon its subscribers located outside the territorial limits of the taxing jurisdiction, amounts equivalent to such taxes where now imposed, or which may hereafter be imposed, shall be billed by the Company to its exchange customers located within the territorial limits of the taxing jurisdiction on a basis consistent with the basis on which each such tax is imposed as hereinafter set forth.</p>	
<p>c. The effective rate of .262 percent for billing the amount of the tax surcharge applies to those rates and charges, which are currently subject to Washington's public utility tax.</p>	
<p>d. This is a temporary tax, the charges named herein shall terminate upon legislative action.</p>	
<p>e. The effective tax rate for the City of Lynden will be three percent (3%) on the first five thousand dollars (\$5,000) of gross revenue and one percent (1%) tax rate on gross revenues over five thousand dollars (\$5,000). Exceptions and deductions include interstate revenues and revenue from the federal, state, and local governments and other persons the city is prohibited from taxing under the constitution or laws of the State of Washington.</p>	
<p>f. The Swinomish Tribal Community has levied a tax on utility services provided to tribal and non-tribal residence within the boundaries of the Swinomish Indian Reservation.</p>	

VII. GENERAL SERVICES (Continued)

3. Rates

a. Tax Adjustment

<u>Municipality</u>	<u>Tax Rate</u>	<u>Effective Date</u>
Albion	5.0% ¹¹	06-01-83
Anacortes	6.0% ¹²	11-01-93
Arlington	5.0% ¹²	01-01-67
Bellevue	6.0% ¹³	12-20-95
Benton City	6.0% ¹¹	02-15-94
Blaine	6.0% ¹²	04-22-96
Bothell	6.0% ¹³	03-01-88
Brewster	6.0% ¹²	12-27-94
Brier	6.0% ¹²	12-31-99
Burlington	3.0% ¹¹	01-01-00
Cashmere	2.65% ¹²	11-01-83
Chelan	6.0% ¹²	01-10-84
Concrete	6.0% ¹²	09-01-94
Coupeville	6.0% ¹²	04-24-95
Darrington	6.0% ¹²	01-01-87
Duvall	5.4% ¹²	11-12-81
Edmonds	5.75% ¹²	09-25-92
Entiat	6.0% ¹²	11-01-86
Everett	4.5% ¹²	03-01-98
Everson	6.0% ¹²	12-27-87
Ferndale	5.0% ¹²	02-20-96
George	4.0% ¹²	07-01-67
Gold Bar	6.0% ¹²	01-18-93
Granite Falls	6.0% ¹¹	06-01-88
Kenmore	6.0% ¹³	11-26-99
Kirkland		
Business	6.0% ¹²	01-01-91
Residential	5.0% ¹²	04-20-57
LaConner	6.0% ¹²	06-14-98
Lake Stevens	6.0% ¹¹	01-01-83
Leavenworth	6.0% ¹²	01-01-87
Liberty Lake	6.0% ¹²	12-26-10
Lynden	4.0% ^{12,13}	12-16-96

Continued on next page...

¹¹ Tax base includes local telephone service.

¹² Tax base includes local telephone service and intrastate toll.

¹³ Tax base includes local telephone service, intrastate and interstate toll.

VII. GENERAL SERVICES (Continued)

Continued from previous page...

<u>Municipality</u>	<u>Tax Rate</u>	<u>Effective Date</u>
Malden	6.0% ¹⁴	06-01-08
Marysville	5.0% ¹⁴	12-20-93
Monroe	5.0% ¹⁴	02-10-98
Mountlake Terrace	6.0% ¹⁴	01-18-95
Mount Vernon	6.0% ¹⁴	03-01-83
Mukilteo	6.0% ¹⁴	02-07-97
Naches	6.0% ¹⁴	04-01-99
Newport	5.0% ¹⁴	07-07-70
Nooksack	6.0% ¹⁵	05-19-92
Oak Harbor	6.0% ¹⁴	03-04-94
Oakesdale	6.0% ¹⁴	03-23-98
Palouse	6.0% ¹⁴	01-01-87
Pullman	7.0% ¹⁴	08-01-92
Quincy	6.0% ¹⁵	01-01-88
Redmond	5.5% ¹⁴	01-01-82
Richland	8.5% ¹⁴	11-01-96
Sedro Woolley	6.0% ¹⁴	08-01-82
Shoreline	6.0% ¹⁶	12-27-99
Snohomish	6.0% ¹⁴	01-01-88
Soap Lake	6.0% ¹⁵	01-01-92
Stanwood	6.0% ¹⁴	11-30-92
Sultan	4.0% ¹⁴	12-23-96
Swinomish Tribal Tax	3.0% ¹⁴	01-01-99
Tekoa	6.0% ¹⁴	02-03-98
Tonasket	6.0% ¹⁵	01-01-87
Washougal	6.0% ¹⁴	06-01-89
Waterville	6.0% ¹⁴	02-01-97
Wenatchee	6.0% ¹⁴	10-01-91
Westport	6.0% ¹⁴	01-01-95
West Richland	6.0% ¹⁴	06-01-83
Woodinville	4.0% ¹⁴	06-01-98
Woodland	5.0% ¹⁴	08-17-81
Woodway	6.0% ¹⁴	07-01-98

¹⁴ Take base includes local telephone service and intrastate toll.

¹⁵ Tax base includes local telephone service.

¹⁶ Tax base includes local telephone service, intrastate and interstate toll.

VII. GENERAL SERVICES (Continued)

<p>I. <u>Detailed Billing Service</u></p>																																						
<p>1. <i>General</i></p> <p>Message Detail Service provides on magnetic tape a detailed record of message toll usage only.</p>																																						
<p>2. <i>Conditions</i></p> <p>Billing Detail Service provides on magnetic tape all records of the customer's billing: message toll usage, directory assistance charges, equipment detail, and all other service charges.</p> <p>Detailed Billing services are not provided as a duplicate of regular telephone bills and are not considered a reconciliation of the Company's regular billing.</p> <p>Liability for errors on the magnetic tape is limited to the monthly rate for the service in the month the error occurred.</p> <p>The Company will establish the record descriptions and will reserve the right to change the record format.</p>																																						
<p>3. <i>Rates</i></p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 60%;"></th> <th style="text-align: center; width: 20%;"><u>Monthly Rate</u></th> <th style="text-align: center; width: 20%;"><u>Nonrecurring Charge</u></th> </tr> </thead> <tbody> <tr> <td>Establish Message Detail and/or Billing Detail Service</td> <td style="text-align: center;">-----</td> <td style="text-align: right;">\$437.00</td> </tr> <tr> <td>Change Detailed Billing Service or type of basic terminal equipment</td> <td style="text-align: center;">-----</td> <td style="text-align: right;">123.00¹⁷</td> </tr> <tr> <td>Each Magnetic Tape supplied after service is established</td> <td style="text-align: center;">-----</td> <td style="text-align: right;">28.00</td> </tr> <tr> <td>Message Detail Service</td> <td></td> <td></td> </tr> <tr> <td> 1 - 500 Messages</td> <td style="text-align: right;">\$51.11</td> <td style="text-align: center;">-----</td> </tr> <tr> <td> 501 - 3000 Messages</td> <td style="text-align: right;">122.67</td> <td style="text-align: center;">-----</td> </tr> <tr> <td> More than 3000 Messages</td> <td style="text-align: right;">256.49</td> <td style="text-align: center;">-----</td> </tr> <tr> <td>Billing Detail Service</td> <td></td> <td></td> </tr> <tr> <td> 1 - 500 Records</td> <td style="text-align: right;">106.87</td> <td style="text-align: center;">-----</td> </tr> <tr> <td> 501 - 3000 Records</td> <td style="text-align: right;">178.43</td> <td style="text-align: center;">-----</td> </tr> <tr> <td> More than 3000 Records</td> <td style="text-align: right;">312.25</td> <td style="text-align: center;">-----</td> </tr> </tbody> </table>				<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	Establish Message Detail and/or Billing Detail Service	-----	\$437.00	Change Detailed Billing Service or type of basic terminal equipment	-----	123.00 ¹⁷	Each Magnetic Tape supplied after service is established	-----	28.00	Message Detail Service			1 - 500 Messages	\$51.11	-----	501 - 3000 Messages	122.67	-----	More than 3000 Messages	256.49	-----	Billing Detail Service			1 - 500 Records	106.87	-----	501 - 3000 Records	178.43	-----	More than 3000 Records	312.25	-----
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¹⁷ A nonrecurring charge is applied to change from one type of billing service to the other, after initial establishment of service. It also applies if the type of basic terminal equipment is changed; e.g., from pushbutton to PBX.

VII. GENERAL SERVICES (Continued)

<p>J. <u>Summary Billing Service</u></p>	
<p>1. <i>General</i></p>	<p>Summary Billing Service (SBS) provides a customer who receives more than one (1) monthly bill from the Company within the state of Washington to receive one (1) combined monthly statement.</p>
<p>2. <i>Conditions</i></p>	<p>SBS is available on all grades, types and classes of service where operating conditions permit. SBS provided on Customized Multi-line Telephone Service is included in the rates for that service found elsewhere in this tariff.</p>
<p>All accounts rendered under one Summary Bill must have the same bill name. When a bill name is changed to meet the conditions for SBS, the Service Order Charge - Subsequent from Service Charges (Section IV.) will apply.</p>	
<p>The monthly Summary Bill will include the following:</p>	
<p>a. The individual bills for all numbers designated by the customer to appear in the Summary Group.</p>	
<p>b. One summary that states the balance due on all bills, by telephone number, included in the statement.</p>	
<p>c. One payment document for rendering payment on the entire summary billed account.</p>	
<p>The Service Order Charge - Subsequent applies when:</p>	
<p>a. An established account is added to an existing Summary Group.</p>	
<p>b. A subordinate account is transferred to a different Summary Group.</p>	
<p>c. An order for SBS is cancelled prior to receipt of the first Summary Bill. The Nonrecurring Charges for any subsequent changes required to dismantle the Summary Bill will apply.</p>	
<p>d. A subordinate account is removed from the Summary Group. This charge does not apply if the number being removed is due to a disconnection of service.</p>	
<p>The bill date assigned to a Summary Bill will be selected by the Company.</p>	
<p>The Company reserves the right to make changes to the format of the Summary Bill when operating conditions deem it necessary.</p>	
<p>Summary Bills will be rendered only on those accounts that are prepared by a mechanized billing system.</p>	
<p>The Summary Bill provides no additional information to enhance data provided on regular monthly statements.</p>	

VII. GENERAL SERVICES (Continued)

If a Summary Bill becomes delinquent, the Company may discontinue the SBS so that each account may be treated for nonpayment separately.	
3. Rates	
	<u>Nonrecurring Charge</u>
Set Up Charge – Each master and subordinate account	\$.00
Subsequent Change Charge, Per Order	5.00

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE

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VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>A. <u>General</u></p> <p>9-1-1 is the three (3) digit telephone number designated throughout the United States as the emergency telephone number used by the public to facilitate the reporting of an emergency requiring response by an authorized public safety agency or emergency service provider.</p>	
<p>B. <u>Applicability</u></p> <p>This service is applicable to governmental agencies responsible for providing emergency services within the E9-1-1 Service Area. The Company's E9-1-1 Service is limited to the transport of a 9-1-1 call from a caller (end user) to a Public Safety Answering Point (PSAP).</p>	
<p>E9-1-1 Service is provided solely for the benefit of the E9-1-1 Customer operating the Public Safety Answering Point (PSAP) to be used to assist the Customer in providing E9-1-1 emergency response service to public safety agencies and the public. The provision of E9-1-1 Service by the Company shall not be interpreted, construed, or regarded as being either expressly or implicitly for the benefit of or creating any Company obligation toward or any right of action on behalf of any third party or legal entity other than the E9-1-1 Customer. The Company's liability shall be as set out in this Tariff and in any other tariffs, which may apply to services provided by Company to Customer.</p>	
<p>C. <u>Territory</u></p> <p>This Service is offered in all areas in Washington covered by the Company's Schedule of Exchange Maps Tariff, WN U-7 where facilities and conditions permit.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

D. Acronyms and Definitions

1. *Acronyms*

ALEC	-	Alternate Local Exchange Carrier
ALI	-	Automatic Location Identification
ANI	-	Automatic Number Identification
ATIS	-	Alliance for Telecommunications Industry Solutions
CAD	-	Computer Aided Dispatch
CAS	-	Call Associated Signaling
CBN	-	Call Back Number
CCS7	-	Common Channel Signaling 7
CLP	-	Competitive Local Provider
CO	-	Central Office
CPE	-	Customer Premises Equipment
CBN	-	Call Back Number
CPN	-	Calling Party Number
DBMS	-	Database Management System
DMS	-	Data Management System
DID	-	Direct Inward Dial
DN	-	Directory Number
EMF	-	Enhanced Multi-Frequency
EMS	-	Emergency Medical Service
ESN/ESZ	-	Emergency Service Number/Emergency Service Zone
ESP	-	Emergency Service Provider
ESRD	-	Emergency Service Routing Digits
ESRK	-	Emergency Service Routing Key
FCC	-	Federal Communications Commission
FGD	-	Feature Group D
ICB	-	Individual Case Basis
ILEC	-	Incumbent Local Exchange Carrier
LEC	-	Local Exchange Carrier
LSP	-	Local Service Provider
MDN	-	Mobile Directory Number
MF	-	Multi-Frequency
MIN	-	Mobile Identification Number
MPC	-	Mobile Position Center
MSAG	-	Master Street Address Guide
MSC	-	Mobile Switching Center
NCAS	-	Non-Call Associated Signaling
NCM	-	Network Control Modem
NENA	-	National Emergency Number Association
NID	-	Network Interface Device
NPA	-	Numbering Plan Area
NPD	-	Numbering Plan Digit
pANI	-	Pseudo ANI
PBX	-	Private Branch Exchange
PDE	-	Position Determining Entity

Continued on next page...

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<i>Continued from previous page...</i>	
PS/ALI	- Private Switch/ALI
PSAP	- Public Safety Answering Point
PSP	- Private Switch Provider
PSTN	- Public Switched Telephone Network
RCW	- Revised Code of Washington
SCP	- Service Control Point
SRDB	- Selective Routing Database
SR	- Selective Routing
SS7	- Signaling System 7
TC	- Telecommunications Carrier
TIA	- Telecommunication Industry Association
WSP	- Wireless Service Provider
2. Definitions	
9-1-1:	
A three (3) digit telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.	
9-1-1 Interoffice Facility:	
An intraexchange or interexchange trunk capable of forwarding Automatic Number Identification (ANI) between Company Central Offices.	
9-1-1 Service Line:	
A facility connecting a PSAP to its serving Company Central Office when using a non-Company Selective Router.	
E9-1-1 Tandem:	
The Central Office that provides the tandem switching of E9-1-1 calls. The Central Office also controls delivery of the voice call with ANI to the Public Safety Answering Point (PSAP) and provides Selective Routing (SR), Speed Calling, Selective Transfer, Fixed Transfer, and certain maintenance functions for each PSAP. Also known as E9-1-1 Selective Routing Tandem or Selective Router.	
9-1-1 Transport:	
A dedicated circuit between the Company Central Offices to/from a non-Company Selective Router for the provision of E9-1-1 Service. Does not include the Local Loop (see 9-1-1 Service Line).	
Access Lines:	
The connection between a subscriber's premises network interface device and the Local Exchange Carrier that provides access to the Public Switched Telephone Network.	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p><i>ALI Storage/ Processing</i></p> <p>ALI Storage/Processing service stores E9-1-1 location data, and processes ALI retrieval requests from PSAPs for E9-1-1 calls. It consists of the computer system(s), hardware, software and data located within the Company. The ALI records are updated once a day. This service does not include the circuit(s) from the PSAP to the ALI platform or circuits to another database.</p>	
<p><i>ALI Port:</i></p> <p>Provides the termination port for circuits to the ALI computer platform for ALI record retrieval from PSAPs.</p>	
<p><i>Alternate Routing:</i></p> <p>The capability of automatically rerouting E9-1-1 calls to a designated alternate location(s) if all E9-1-1 trunks from a central office or to a primary PSAP are busy or out of service. May also be activated upon request, or automatically if detectable, when E9-1-1 equipment fails or the PSAP itself is disabled.</p>	
<p><i>Automatic Location Identification (ALI)</i></p> <p>The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.</p>	
<p><i>Automatic Location Identification (ALI) Database:</i></p> <p>The set of ALI records residing on a computer system.</p>	
<p><i>Automatic Location Identification (ALI) Database Administration:</i></p> <p>The functionality provided by the Company for the creation and updated maintenance of ALI records in the ALI database. ALI Database Administration Service does not include ALI storage or processing for use during an E9-1-1 call.</p>	
<p><i>Automatic Location Identification Records:</i></p> <p>The telephone number, the address/location of the telephone, Emergency Service Number (ESN), and supplementary emergency service information for display at a PSAP.</p>	
<p><i>Automatic Location Identification Storage/Retrieval:</i></p> <p>Equipment and software used to store and retrieve ALI Records.</p>	
<p><i>Automatic Number Identification (ANI):</i></p> <p>Telephone number associated with the access line from which a call originates.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p><i>Call Transfer:</i></p> <p>The capability to redirect a call to another party.</p>	
<p><i>Caller:</i></p> <p>An individual who places a 9-1-1 call in an effort to request assistance of a public safety nature. May also be referred to as an end user.</p>	
<p><i>Central Office (CO):</i></p> <p>The Local Exchange Carrier facility where access lines are connected to switching equipment for connection to the Public Switched Telephone Network. Also referred to as the End Office.</p>	
<p><i>Company:</i></p> <p>Zipty Fiber</p>	
<p><i>Competitive Local Provider (CLP):</i></p> <p>A Telecommunications Carrier (TC) authorized under applicable state and/or federal statutes and regulations to provide local exchange telecommunications services other than the Incumbent Local Exchange Carriers (ILEC). Also known as Alternate Local Exchange Carriers (ALECs), Competitive Local Providers (CLPs), Competitive Access Providers, and Local Service Providers (LSPs).</p>	
<p><i>Computer Aided Dispatch (CAD):</i></p> <p>A computer-based system, which aids PSAP attendants by automating selected dispatching and record keeping activities.</p>	
<p><i>Customer:</i></p> <p>Governmental unit or other entity authorized to provide the E9-1-1 Service provisioned by the Company.</p>	
<p><i>Customer Premises Equipment (CPE):</i></p> <p>Communications or terminal equipment located in the Customer's location(s).</p>	
<p><i>Data Base:</i></p> <p>An organized collection of information, typically stored in computer systems, comprised of fields, records (data) and indexes. For E9-1-1 Services, such data bases include Master Street Address Guide (MSAG) and telephone number/Emergency Service Number (ESN), and telephone subscriber records which comprise ALI.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p><i>Database Management System (DMS):</i></p> <p>A system of manual procedures and computer programs used to create, store, and update data required to provide Selective Routing (SR) and/or ALI for E9-1-1 systems.</p>	
<p><i>Data Base Management System Provider:</i></p> <p>Entity providing SR and/or ALI data services.</p>	
<p><i>Dedicated Circuit:</i></p> <p>A telephone circuit used for a single purpose, such as transmission of E9-1-1 calls.</p>	
<p><i>Default Routing:</i></p> <p>The capability to route a E9-1-1 call to a designated (default) PSAP when the incoming E9-1-1 call cannot be selectively routed due to ANI failure or other causes. This is a standard feature of E9-1-1 Service. No ANI/ALI data may be available when a call is sent via Default Routing.</p>	
<p><i>Directory Number (DN):</i></p> <p>A ten (10)digit number assigned within an Numbering Plan Area (NPA) to uniquely identify a telephone subscriber. In Private Switch/ALI (PS/ALI) applications, the ANI generated with each E9-1-1 call forwards the Direct Inward Dialing (DID) Station line ten-digit number to the PSAP.</p>	
<p><i>Diverse Routing:</i></p> <p>The practice of routing calls through different circuit paths in an effort to prevent total loss of the E9-1-1 system in the event an individual circuit is disabled.</p>	
<p><i>Dual Mode Selective Routing:</i></p> <p>Dual Mode Selective Routing is provided using two (2) Selective Routers that mirror the E9-1-1 call delivery effort in order to provide redundancy, and a higher level of network reliability in the event of a major failure at one of the Selective Routers.</p>	
<p><i>Emergency Medical Service (EMS):</i></p> <p>Fire, hospital, poison control, etc. response centers.</p>	
<p><i>Emergency Service Provider (ESP):</i></p> <p>An agency authorized to respond to emergencies initiated by E9-1-1 calls.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p><i>Emergency Service Number (ESN) / Emergency Service Zone (ESZ):</i></p> <p>An ESN is a three (3) to five (5) digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).</p>	
<p><i>End Office:</i></p> <p>The Central Office(s) in the E9-1-1 System from which E9-1-1 calls are originated. Also see Central Office.</p>	
<p><i>End User:</i></p> <p>An individual placing a E9-1-1 call in order to obtain emergency assistance. May also be referred to as a caller.</p>	
<p><i>Enhanced 9-1-1:</i></p> <p>An emergency telephone system which includes network switching, database and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, caller routing and location information, and ALI.</p>	
<p><i>Enhanced 9-1-1 Service Area :</i></p> <p>The geographic area in which the 9-1-1 Customer will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.</p>	
<p><i>Enhanced Multi-Frequency (EMF)</i></p> <p>The ability to pass twenty (20) digits from the E9-1-1 Selective Router to the PSAP.</p>	
<p><i>Exchange:</i></p> <p>A defined area, served by one (1) or more telephone central offices, within which a Local Exchange Carrier furnishes service.</p>	
<p><i>Feature Group D (FGD):</i></p> <p>A Multi-Frequency (MF) signaling protocol, originally developed to support equal access to long distance services, capable of carrying one (1) or two (2) ten-digit telephone numbers.</p>	
<p><i>Fixed Transfer:</i></p> <p>The capability of a PSAP attendant to transfer a 9-1-1 call to a pre-determined location by activating a single button.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p><i>Forced Disconnect:</i></p> <p>A function of the E9-1-1 Central Office circuit, which enables the PSAP attendant to release a connection even though the calling party has not hung up. This feature prevents the jamming of the E9-1-1 exchange lines and is a standard feature of E9-1-1 Service.</p>	
<p><i>J-STD-034:</i></p> <p>A standard jointly developed by the Telecommunications Industry Association (TIA) and the Alliance for Telecommunications Industry Solutions (ATIS), to provide the changes necessary to various existing standards to accommodate the Phase I requirements. This standard covers the interconnection between the Mobil Switching Center (MSC) and the E9-1-1 Selective Router.</p>	
<p>Local Service Provider (LSP):</p> <p>Dial tone providers, i.e., Local Exchange Carriers, Competitive Local Providers (CLPs), Shared Tenant Service Providers, Private Switch Providers (PSPs), etc.</p>	
<p><i>Master Street Address Guide (MSAG):</i></p> <p>A database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E9-1-1 calls.</p>	
<p><i>Multi-Frequency (MF):</i></p> <p>A type of signaling used on inter-office and E9-1-1 trunks.</p>	
<p><i>National Emergency Number Association (NENA):</i></p> <p>The National Emergency Number Association is a not-for-profit corporation established as a E9-1-1 networking source to promote research, planning and training. NENA sets standards, provides education, certification programs, legislative representation and technical assistance for implementing and managing E9-1-1 systems.</p>	
<p><i>National Emergency Number Association 02-010:</i></p> <p>A recommended set of formats and protocols for the ALI data exchange between service providers and Enhanced 9-1-1 systems or their database provider, developed by NENA Data Standards Subcommittee.</p>	
<p><i>National Emergency Number Association 03-002:</i></p> <p>A technical reference developed by the NENA Network Technical Committee, which provides recommendations for the implementation of Enhanced Multi-Frequency (EMF) Signaling from the E9-1-1 Selective Router to PSAP. The J-Std-034 FG-D protocol is the corollary protocol of NENA 03-002.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p><i>Network Control Modem (NCM):</i></p> <p>The NCM allows the PSAP Administrator/Director to transfer calls to an alternate PSAP quickly in the event of an emergency or for any other reason. With the dial-up NCM, the PSAP Director will dial into the NCM, pass multiple security checks and then activate the transfer of incoming calls.</p>	
<p><i>Network Interface Device (NID):</i></p> <p>A device wired between a telephone protector and the inside wiring to isolate the subscriber's equipment from the network. Can also be a device that performs functions such as code and protocol conversion, and buffering required for communications to and from the network. A device used primarily within a local area network to allow a number of independent devices, with varying protocols, to communicate with each other. This communication is accomplished by converting each device protocol into a common transmission protocol.</p>	
<p><i>Non-Listed Service:</i></p> <p>Subscriber information that is not listed in the published telephone directory but is made available via Directory Assistance Service.</p>	
<p><i>Non-Published Service:</i></p> <p>Subscriber information that is neither listed in the published telephone directory nor available via Directory Assistance Service.</p>	
<p><i>Numbering Plan Area (NPA):</i></p> <p>An established three (3) digit area code for a particular calling area.</p>	
<p><i>Numbering Plan Digit (NPD):</i></p> <p>A component of the traditional nine (9) digit 9-1-1 signaling protocol between the Enhanced 9-1-1 Control Office and the PSAP CPE. Identifies one of four possible area codes.</p>	
<p><i>NXX:</i></p> <p>The first three (3) digits of a local telephone number that identifies the central office switching location within its area code.</p>	
<p><i>P.01 Grade of Service:</i></p> <p>The probability (P), expressed as a decimal fraction, of a telephone call being blocked. P.01 is the grade of service reflecting the probability that one call out of one hundred (100) during the average busy hour will be blocked. P.01 is the minimum recommended Grade of Service for E9-1-1 trunk groups.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p><i>Point of Concentration:</i></p> <p>A network switch that enables the quantity of incoming trunks for a service to be reduced to a smaller quantity of outgoing trunks without reducing the transmission grade of service to any specific calling party. E9-1-1 Selective Routers and E9-1-1 Tandems are examples of Points of Concentration.</p>	
<p><i>PSAP Attendant:</i></p> <p>A person authorized by the Customer who is responsible for answering incoming E9-1-1 calls at a PSAP, determining the action to be taken, and executing the PSAP's procedures in the disposition of such calls.</p>	
<p><i>Public Safety Answering Point (PSAP):</i></p> <p>A facility equipped and staffed to receive E9-1-1 calls. A Primary PSAP is one to which E9-1-1 calls are routed directly from the E9-1-1 Tandem. A Secondary PSAP is one to which E9-1-1 calls are transferred from a Primary PSAP.</p>	
<p><i>Public Switched Telephone Network (PSTN):</i></p> <p>The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America.</p>	
<p><i>Record:</i></p> <p>The subscriber information associated with a telephone number.</p> <ul style="list-style-type: none">- For Wireline billing, the number of records for the E9-1-1 service area will be equal to the total of the Company's subscriber access lines, and the actual number of record counts for non-Company records (e.g., other ILECs, CLPs, Shared Tenant Services, Private Switch providers, WSPs, etc.), in the E9-1-1 database. Wireline billing will be updated annually.	
<p><i>Reverse Search:</i></p> <p>A query of the ALI database initiated at the PSAP to electronically obtain the ALI data associated with a known telephone number for purposes of handling an emergency call when that telephone number is not directly connected to the PSAP. It can also be used for an ANI failure on a telephone line that is connected to the PSAP as provided in this section of the tariff. This feature will not work for numbers that are not in the ALI database.</p>	
<p><i>Selective Router:</i></p> <p>See E9-1-1 Tandem.</p>	
<p><i>Selective Routing (SR):</i></p> <p>The routing of a E9-1-1 call to the designated PSAP based upon the location of the ANI of the wireline caller. Selective Routing (SR) is controlled by the ESN, which is derived from the subscriber's location.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p><i>Selective Transfer:</i></p> <p>The capability to transfer a E9-1-1 call to a response agency by operation of one of several buttons typically designated as law enforcement, fire, and EMS; based on the ESN of the caller.</p>	
<p><i>Service Control Point (SCP):</i></p> <p>It specifies the routing of E9-1-1 calls from the cell site to the PSAP. This hardware device contains special software and data that includes information on all relevant cell site locations and cell sector identifiers. The SCP equipment is not provided by, and is not the responsibility of, the Company.</p>	
<p><i>Serving Central Office:</i></p> <p>The central office (CO) from which any subscriber (including a PSAP) is served. Also see Central Office.</p>	
<p><i>Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7):</i></p> <p>An out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel itself and put on a separate data network. Also known as Common Channel Signaling No. 7 (CCS7).</p>	
<p><i>Subscriber:</i></p> <p>A person or business that orders access line service from a telephone company.</p>	
<p><i>X, Y Coordinates:</i></p> <p>Shorthand expression for coordinates that identify a specific location in two (2) dimensions representing latitude and longitude.</p>	
<p>E. <u>Rules and Regulations</u></p> <p>1. <i>General</i></p> <p>a. E9-1-1 Service is provided by the Company where facility and operating conditions permit.</p>	
<p>b. E9-1-1 is limited to the use of central office number E9-1-1 as the universal emergency number and only one (1) level of E9-1-1 Service will be provided within any Customer's E9-1-1 Service area.</p>	
<p>c. E9-1-1 Service is classified as Business Exchange Service and is arranged for one-way incoming Service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis (no originating calls).</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

d. The E9-1-1 Customer may be a municipality, county, or other state or local governmental agency or an authorized agent of one or more municipalities, counties, or other state or local governmental units to whom authority has been lawfully delegated to provide emergency response service. The Customer must be legally authorized to subscribe to the E9-1-1 Service and have public safety responsibility by law to respond to telephone calls from the public for emergency, law enforcement, fire, EMS and other emergency services within the E9-1-1 Service Area.	
e. The Company does not answer and/or forward E9-1-1 calls, but furnishes the use of its facilities to enable the E9-1-1 Customer's personnel to receive such calls.	
f. E9-1-1 calls originated from local exchange telephone network access facilities shall be completed to the appropriate PSAP without a charge being assessed by the Company. Calls from a pay telephone shall not require a coin to be deposited or payment of any charge.	
g. The Company recommended service offering for E9-1-1 Service requires Dual Mode Selective Routing and Dual Mode ALI Storage/Processing to provide additional reliability and diversity. Company requires an executed Application for Service, which will document Customer's selection of single mode or dual mode in regard to Selective Routing and ALI Storage/Processing. Application for Service is not required for other tariffed E9-1-1 elements. When dual mode services are selected, the Company will provide the estimated installation date to the Customer.	
h. The subscriber forfeits any privacy rights afforded by a Non-Publish or Non-Listing service when calling E9-1-1.	
i. Provision of Enhanced Emergency Number Service, E9-1-1 as specified in this Tariff, includes the network and other facilities where the E9-1-1 Service Area coincides with the Company serving boundaries. However, where Company boundaries and the E9-1-1 Service Area do not coincide, then the Customer may be subject to additional charges for all supplemental network and/or other facilities required in the provision of this Service on an individual case basis agreement. The charges will be determined on a per occasion basis.	
j. Services offered under this Tariff are not subject to temporary suspension for non-payment. Service will continue to be provided and billed at applicable rates, and the Company and Customer agree to work cooperatively together to establish reasonable payment arrangements.	
k. The E9-1-1 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number. The Customer must subscribe to additional local exchange service at the PSAPs for administrative purposes for placement of outgoing calls and for receiving other emergency calls, including any which might be relayed by the Company operators or other telecommunication service provider operators. In order for phone calls of a non-emergency nature to reach the PSAP, the main directory listing for the PSAP must be a ten (10) digit local exchange administrative telephone number.	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>l. Prior to dispatch, the E9-1-1 PSAP attendant dispatcher will attempt to obtain the location of the emergency from the caller. The address information maintained by the Company may not be the actual location of the emergency.</p>	
<p>m. The rates charged for E9-1-1 Service do not include the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the E9-1-1 Service. The Customer shall make such operational tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its intended use. The Customer shall promptly notify the Company in the event the system is not functioning properly.</p>	
<p>n. The Company or the Customer, whoever first detects a problem, shall notify the other in the event that the Service is not functioning properly.</p>	
<p>o. Some E9-1-1 Service Features carry a minimum three (3) year initial term commitment commencing on the in-service date, followed by automatic one (1) year renewals on the in-service anniversary date that will be subject to Termination Liability provisions as set forth in Section 2.D. Termination Liability in this Tariff. If the E9-1-1 Service is discontinued prior to the expiration of the initial three year term commitment, the Customer will be liable for payment of a termination charge as stated in Section 2.D., Termination Liability in this Tariff. The applicable termination liability charges also apply if the E9-1-1 Service is discontinued prior to the expiration of the renewal term period, unless the Customer provides written notification of termination at least sixty (60) days prior to the automatic renewal date.</p>	
<p>p. When an order for E9-1-1 Service and facilities, requests for additions, rearrangements, relocations or modifications or Service and equipment are canceled in whole or in part prior to completion of the work involved, the Customer is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, are not to exceed all charges, which would apply if the work involved in complying with the request had been completed.</p>	
<p>q. When an E9-1-1 Service is ordered out of this Tariff by the Customer, the Company will bill the Customer upon the in-service date of the Service. Where an additional component or service, or a change to the service is ordered, the additional service or change will be billed upon its in-service date.</p>	
<p>r. Provisioning of E9-1-1 Service will conform to applicable local, state and federal law, rules and regulations.</p>	
<p>s. Customer may order services outside the scope of this E9-1-1 Service Tariff at the rates, terms and conditions set forth in the applicable tariff.</p>	
<p>t. General Regulations located in Section III. of this Tariff and other applicable tariffs will also apply to this Service offering.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>2. <i>Network</i></p> <p>a. Company exchange boundaries and political subdivision boundaries may not coincide. If a central office serves telephones located both within and outside the E9-1-1 service area, it is the obligation of the Customer to make arrangements to handle all E9-1-1 calls that originate from telephones served by these central offices.</p>	
<p>b. Customer must subscribe to sufficient E9-1-1 End Office to the E9-1-1 Tandem and the E9-1-1 Tandem to PSAP trunks to maintain P.01 grade of service as defined in this Tariff. A minimum of two (2) circuits are required between each End Office and the E9-1-1 Tandem as well as from the E9-1-1 Tandem to each PSAP.</p>	
<p>c. Where a E9-1-1 call is placed by the calling party via connection with another carrier, the Company cannot guarantee the completion of said E9-1-1 call, the quality of the call or any service elements that may otherwise be provided with E9-1-1 Service.</p>	
<p>d. The Company will provide diverse routing where available. If the Customer requests additional diversity at locations where facilities do not exist, such additional facilities will be provided under an ICB arrangement in the manner set out in the Facilities for Intrastate Access Tariff, WN U-16, Section 10, Special Construction. The actual level of diversity will be a joint decision between the Company and the Customer. Additional charges may apply.</p>	
<p>3. <i>Data</i></p> <p>a. Information provided by the Company as part of the provision of E9-1-1 is to be used only for the purpose of answering and dispatching emergency calls.</p>	
<p>b. E9-1-1 information consisting of the name, address, and telephone numbers of the subscriber whose listing is not published in the directory or listed in the Directory Assistance Office is confidential. Thus, information will be provided on a call-by-call basis only for the purpose of responding to emergency calls received at the PSAPs, or to qualified Emergency Service Providers (ESPs) per 47 U.S.C. § 68.108 222(g), who purchase Emergency Service Listings (not included in this Tariff). The E9-1-1 subscriber forfeits the privacy afforded by Non-Publish or Non-Listing telephone number service to the extent that the name, address and telephone number associated with the originating station location is furnished to PSAP or ESPs.</p>	
<p>c. The Company is obligated, by the requirements of the Electronic Communications Privacy Act of 1986, 18 U.S.C. § 2703, to take prudent action to protect its subscribers' rights to privacy and to protect its proprietary ALI databases – except as otherwise mandated by law, including 47 U.S.C. § 222 (g). When the Company or other local exchange carrier provides the ALI controller service to the Customer's PSAP, these requirements are met by the direct control that the Company or other local exchange carrier retains over the ALI software.</p>	
<p>d. The Company will build and maintain the MSAG file in concert with the Customer utilizing standard service addresses (i.e., house numbers, street names, and postal communities).</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>e. Customer initiated changes and rearrangements to the MSAG that affect service address and ALI database records (e.g., street name and number changes, emergency services zone or name change, jurisdictional boundary changes and rearrangements, etc.) other than those processed in normal daily updates require a comparative listing of changes providing direct and individual reference to existing designations. Substantial MSAG changes (e.g., annexations of additional areas, reduction of existing areas) may require an additional charge and would be provided under an ICB arrangement.</p>	
<p>f. The Company will provide to the Customer, on request only, and limited to once per year, via electronic means only, one copy of the MSAG at no charge, to be used solely for the verification of emergency services routing designations for E9-1-1 Services. Customers of ALI Database Administration Service will always have unlimited electronic access to view ranges of their MSAG data at no additional charge. Customers requesting additional copies may do so by contacting the Company. Additional copies will be provided outside the scope of this Tariff at an additional charge.</p>	
<p>g. Information concerning MSAG error and audit reports will be provided to the Customer upon request in the same media (either fax or via electronic means) as requested by the Customer. For information not provided as part of normal moves and changes or error correction, the Customer must provide that request in writing to the Company. The Company is restricted from providing information that is prohibited by Federal, State and Local laws.</p>	
<p>h. Company is not responsible with respect to calls from subscribers of non-regulated telephone services (e.g. shared tenant service or Private Branch Exchange (PBX) service), or E-9-1-1 calls placed or originating on telephone lines that carry foreign dial tone or calls originating outside the Customer's E9-1-1 Service area.</p>	
<p>i. Company is not responsible when a E9-1-1 caller originates a call from a system or line which makes the provision of specific location information impossible to provide due to technical reasons or limitations, including but not limited to limitations on the ability to provide subscriber information in conjunction with multi-party lines, private telecommunications services (e.g., PBXs or shared tenant services) or E9-1-1 calls originating over Customized Multi-line Telephone Service lines.</p>	
<p>j. Company is not responsible for obtaining subscriber record information from private telecommunications systems (e.g., PBXs or shared tenant service arrangements), and accepts no responsibility for such information unless provided to the Company by the Customer.</p>	
<p>k. The rates and charges for E9-1-1 Service elements are based upon utilizing standard service addresses (i.e. house numbers, street names, and postal communities) in populating the DMS (Data Management System). Addressing not in the above format will be negotiated with the Company and additional charges may apply.</p>	
<p>4. Customer Premises Equipment (CPE)</p>	
<p>a. Customer premise terminal equipment may be provided by the Company or the Customer for E9-1-1 Service and is outside the scope of this Tariff.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>b. CPE must be compatible with the Service and interface standards of the Company. Upon request the Company will make available standards for interface with CPE.</p>	
<p>c. Any terminal equipment used in connection with E9-1-1 Service, whether such equipment is provided by the Company or the Customer, shall not be used to extract any information from the ALI platform, whether obtained from the Company or not, other than information relating to an in progress E9-1-1 emergency call.</p>	
<p>d. Customer may attach features, devices, or equipment of other vendors to Company-provided facilities; equipment and services provided such other features, devices, or equipment to meet all applicable state and federal registration and certification standards as well as Company standards. Company reserves the right to refuse such attachment if Company determines that such attachments will degrade the E911 Services or other Company facilities, services and telecommunications operations.</p>	
<p>F. <u>Customer Obligation</u></p>	
<p>1. When effective, this Tariff will supersede all existing tariff 911 service arrangements. In addition, this Tariff, when effective will supersede and replace individual case basis (ICB) agreements for E9-1-1 services in the manner described in the subject agreement; if transition to tariff is not addressed, the service in the subject agreement will transition to this Tariff when the term period of the subject agreement expires.</p>	
<p>2. Application to purchase Selective Routing and/or ALI Storage/Processing under this Tariff must be executed in writing. Application for Service is not required for other E9-1-1 tariffed rate elements. In the Application for Service, Customer will indicate its selection of dual mode or single mode Selective Routing and/or ALI Storage/Processing services. The Application for Service must be signed by the Customer or Customer's authorized employee or representative. If execution is by an agent, satisfactory evidence documenting the agency relationship must be provided in writing to the Company.</p>	
<p>3. By subscribing to E9-1-1 Service under this Tariff, the Customer agrees to the provisions in this Tariff including the following terms and conditions:</p> <p>a. That at least one (1) PSAP will be provided and staffed on a twenty-four (24) hour, seven (7) days per week basis.</p>	
<p>b. That the Customer accepts responsibility for dispatching, or having others dispatch law enforcement, fire, EMS or other emergency services as required, to the extent as such services are reasonably available.</p>	
<p>c. That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the E9-1-1 PSAP by calling parties.</p>	
<p>d. That the Customer will subscribe to, or provide E9-1-1 trunks, and telephone equipment with a capacity adequate to handle the number of E9-1-1 trunks and lines recommended by the Company to provide P.01 grade of service.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>4. To the extent the Customer is subject to state or local governmental spending appropriations or limitations with respect to purchases of Service from this Tariff, the Customer will use all reasonable and lawful means to secure, on an initial and on-going basis, the appropriation of funds sufficient to pay for charges billed for Services provided. In the event appropriated funding for Services provided pursuant to this Tariff is withdrawn, reduced or limited, Customer will promptly notify Company, in writing, of Customer's intent to modify or terminate Services.</p>	
<p>5. When the SR feature is provided, the Customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of law enforcement, fire, and EMS or any other appropriate agencies responsible for providing emergency service in the E9-1-1 serving area. The Company will provide an Emergency Service number (ESN) for each unique combination of ESPs. The Customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E9-1-1 serving area. These ESNs will permit routing of E9-1-1 calls to the primary and secondary PSAPs responsible for handling of calls in the E9-1-1 serving area. The following terms define the Customer's responsibility in providing this information:</p> <p>a. Initial and subsequent ESN assignments by street name, address range, and area or other mutually agreed upon routing criteria shall be furnished by the Customer to the Company.</p>	
<p>b. After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the MSAG, and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in law enforcement, fire, EMS or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities, or any other matter that will affect the routing of E9-1-1 calls to the proper PSAP.</p>	
<p>c. Changes, deletions, and additions which the Customer desires to have made in the MSAG should be submitted on an "as-occurred" basis.</p>	
<p>d. The Company will provide the changes to the Customer for verification showing each change, deletion and addition to the MSAG.</p>	
<p>6. The Customer is responsible for procuring PSAP equipment. This equipment must meet network compatibility requirements, receive voice and ANI from E9-1-1 callers, and provide the ability to retrieve information on a per call basis from the Company's ALI system. The Customer's equipment must provide ANI and ALI display and control. If changes in the Service or Company's network are necessary to achieve compatibility with Customer-owned equipment, such changes, including additional charges to the Customer, would be reflected in a separate ICB arrangement, which would be implemented consistent with applicable law, regulations and tariffs.</p>	
<p>7. The Customer will conduct training to impress upon the Customer's authorized personnel the sensitive nature of the ALI database information and the legal obligation to protect it from unauthorized use.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>G. <u>Liability</u></p> <p>1. Except for errors and omissions caused by gross negligence, willful or wanton misconduct, fraudulent conduct or violations of law by the Company, and, to the extent not caused by acts, omissions or other occurrences attributable to the Customer or any other person or entity, the Company's entire liability in tort, contract or otherwise for damages arising out of mistakes, interruptions, delays, failures, errors, acts, omissions, defects in transmission or other occurrences related to the Company's provision of this E9-1-1 Service is limited by the terms set forth in this Section, in other tariffs of the Company and RCW 38.52.550. This limitation of liability extends to, but is not limited to, claims in connection with designing, developing, installing, implementing, maintaining, or operating the E9-1-1 Service, attachment to, or use of any Customer-provided equipment in conjunction with the E9-1-1 Service, advice, recommendations or analysis provided, or for releasing subscriber information, including Non-Publish or unlisted information, in connection with the provision of the E9-1-1 Service. In no event shall the Company be liable for any claim attributable to Customer's selection of Single Mode Services instead of Company's recommended Dual Mode Service offerings set out in this Tariff.</p>	
<p>2. For E9-1-1 Service provided pursuant to this Tariff, the Company's liability shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the mistake, interruption, delay, failure, error, act, omission, other occurrence or defect in transmission occurs after notice by the Customer to the Company. For other services used by the Customer in conjunction with the E9-1-1 Services, the Company's liability is stated in the applicable Company tariff as follows: 1.) for local services and private line services provided solely within the same exchange area, the Company's liability is in Section <i>IV.</i> of the General and Local Exchange Tariff, WN U-101; 2.) for private line services provided between exchange service areas and other intrastate access services, the Company's liability is in Section <i>III.</i> of the Facilities for Intrastate Access Tariff, WN U-16 and 3.) for other intrastate services, the Company's liability is set out in the Company's applicable Intrastate Tariff or Catalog. Where credit allowances on monthly charges for service or service features are determined to apply, only those services or service features which are affected or diminished by the interruption shall be considered, and further, only those main stations on the interrupted portion of the service shall be considered in determining the number of main stations affected.</p>	
<p>3. Company shall not be liable for, and no allowance or credit will be provided for, any interruption, delay, failure, errors, acts, omissions or other occurrences attributable to the Customer or any other person or entity.</p>	
<p>4. In no event shall the Company be liable in tort, contract or otherwise for any personal injury, property damage or death arising out of or related to use of the E9-1-1 Service. Under no circumstance shall the Company be responsible or liable for special, indirect, incidental or consequential damages.</p>	
<p>5. To the extent permitted by applicable law, the Customer indemnifies and saves the Company harmless against:</p> <p>a. Claims for libel, slander, or infringement or copyright arising from the material transmitted over its facilities;</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>b. Claims for infringement of patents arising from combining with or using in connection with facilities of the Company, apparatus, equipment or systems of Customer;</p>	
<p>c. All other claims arising out of any act or omission of the Customer in connection with the service and facilities provided by the Company.</p>	
<p>6. See Section <i>III.D.</i> Termination Liability in this Tariff for applicable termination liability charges.</p>	
<p>H. <u>Description of Service</u></p>	
<p>1. <i>Enhanced 9-1-1 Service</i></p> <p>Enhanced 9-1-1 (E9-1-1) Service enables a caller dialing 9-1-1 to reach a designated answering point, with the additional features of ANI, ALI, and SR. E9-1-1 is the only form of emergency telephone service provided by the Company. Thus, all references to 9-1-1 refer to E9-1-1 Service.</p>	
<p>E9-1-1 Service is comprised of the following components:</p>	
<p>Automatic Number Identification (ANI):</p> <p>Provides the telephone number, if available, associated with the access line from which a call originates. This is an inherent feature of E9-1-1 Service, and is included in the E9-1-1 trunking rate elements.</p>	
<p>ALI Database Administration:</p> <p>ALI Database Administration is the processing of subscriber records against the MSAG for the creation of ALI records and/or the creation of SR records. Specifically this service:</p> <ul style="list-style-type: none"> - Provides for daily database processing and updates to the ALI storage platform for all add, delete and change activity associated with subscriber records. - Provides processing of subscriber records for compliance with the MSAG. - Does not include ALI storage or processing for use during an E9-1-1 call. 	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>ALI Storage/Processing:</p> <p>The ALI (ALI) Storage/Processing service stores E9-1-1 location data and processes ALI retrieval requests from PSAPs for E9-1-1 calls. It consists of computer system(s), hardware, software and data owned and controlled by the Company. The PSAP queries the ALI system with the ANI/pANI via the data path. The ALI system looks up the ANI/pANI to retrieve the ALI either stored on the ALI platform, or by steering to another database platform and processes it back to the requesting PSAP. The ALI records are updated once a day. The ALI system may serve multiple PSAPs. The Company offers ALI as follows:</p> <ul style="list-style-type: none"> - Single Mode ALI Storage/Processing allows the PSAPs to connect to a single ALI platform for Storage Processing. - Dual Mode ALI Storage/Processing is the Company recommended service offering for E9-1-1 ALI Retrieval Service. Dual Mode ALI Storage/Processing links two ALI systems that mirror each other to provide a higher level of reliability and disaster recovery, so that ALI Storage/Processing can occur even in the event of a major outage at one (1) of the ALI systems, a ALI's location, etc. The PSAPs divide their circuits equally among the two (2) ALIs. Each ALI processes the PSAP Query and responds with the associated ALI. The ANI-ALI Controller at the PSAP filters out duplicate ALIs and presents each ALI for processing the E9-1-1 call. Since each PSAP has a circuit to each ALI, the architecture also allows ALI Retrievals to be completed in the event of a major facilities failure between a PSAP and one of the ALIs. 	
<p>Customer is advised that the features/functionality, and higher level of reliability provided with the Dual Mode ALI, including circuit redundancy, is not available with the Single Mode ALI. The Customer, having been provided with this information, understands and acknowledges the differences in the level of reliability between the Services, and that by subscribing to Single Mode ALI service, there is no redundancy as provided with Dual Mode ALI.</p>	
<p>The ALI Storage/Processing service can process both wireline records. Rates are available to process Wireline. This service does not include the rates for the circuit(s) from the PSAP to the ALI platform or to other ALI databases (for steering).</p>	
<p>Selective Routing (SR):</p> <p>Selective Routing (SR), also called E9-1-1 Tandem, is performed by Selective Routers. End Offices have circuits connecting them to the Selective Router and ANI or ESRK or ESRD is passed over those circuits. The ANI, ESRK or ESRD is looked up in the Selective Routing Database (SRDB) to determine the appropriate PSAP for delivery of the voice call and ANI for wireline.</p>	
<p>SR also includes default routing in the event of ANI failure, garbled digits, or other causes. Each incoming E9-1-1 facility group to the Selective Router is assigned to a designated default PSAP.</p>	
<p>The Company offers SR as follows:</p> <ul style="list-style-type: none"> - Single Mode Selective Routing includes all of the above features utilizing a single Selective Router. 	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<ul style="list-style-type: none">- Mode Selective Routing is the Company recommended service offering for E9-1-1 Selective Routing Service. It includes all of the above features and, in addition, links two (2) Selective Routers. This architecture, using two (2) Selective Routers with mirror imaged databases, provides a higher level of network reliability that will allow the completion of E9-1-1 calls to the target PSAP in the event of a major outage at one of the E9-1-1 Tandems. End offices have circuits connecting them to each of the Selective Routers. In addition, there are circuits provisioned between the E9-1-1 Tandems to allow calls to switch to the other E9-1-1 Tandem if there are no circuits available to the target PSAP. This provides an additional network path to complete the call to the target PSAP. Since each end office has a trunk group to each Selective Router, the architecture also allows calls to be completed in the event of a major facilities failure between the end office and one (1) of the Selective Routers. Information passed over the network during call set-up includes the ANI for wireline calls. Once the call is received at the E9-1-1 Tandem, the ANI, ESRK or ESRD is looked up in the Selective Routing Database (SRDB) to determine to, which PSAP the voice call should be delivered. ANI for wireline are also delivered via the voice path to the PSAP. Dual Mode Selective Routing includes all features of Single Mode Selective Routing, including Alternate and Default Routing of E9-1-1 calls.	
<p>The Customer is advised that the features/functionality, and higher level of reliability provided with the Dual Mode Selective Routing, including circuit redundancy, is not available with Single Mode Selective Routing. The Customer, having been provided this information understands and acknowledges the differences in the level of reliability between the Services, and that by subscribing to Single Mode Selective Routing service, there is no redundancy as provided with Dual Mode Selective Routing.</p>	
<p>2. Disaster Recovery</p> <p>Network Control Modem (NCM):</p> <p>The Dial-Up Network Control Modem (NCM) will provide the PSAP the ability to reroute E9-1-1 traffic to an alternate PSAP via a standard dial-up line from wire-line phone. The Dial-Up NCM will activate the make busy feature at the Selective Router(s) by activating a relay on the NCM card which is controlled by fully secure and password protected telephone keypad entries. The standard dial-up number required at each NCM is not included in the NCM rate.</p> <ul style="list-style-type: none">- Requires a minimum of two numbers, one at each of the paired PSAP Serving Selective Routers. For PSAPs that are connected to additional areas served by other E9-1-1 Tandems, additional numbers, in pairs (for each E9-1-1 Tandem), will be required.	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>I. <u>Service Rate Elements</u></p> <p>E9-1-1 Service is available in the following service element offerings:</p> <p>1. <i>Automatic Location Identification (ALI) Database Administration</i></p> <p>The processing of customer records against the MSAG for validation to develop the ALI database and/or the SR files. ALI Database Administration includes the following:</p> <ul style="list-style-type: none"> - Provides for daily database processing and updates for ALI storage and the Selective Routing Database (SRDB) platforms for all add, delete and change activity associated with subscriber or other service provider records. 	
<ul style="list-style-type: none"> - Provides processing of subscriber records against the MSAG. 	
<ul style="list-style-type: none"> - Provides for the creation of a file containing the updated records. 	
<ul style="list-style-type: none"> - Is used for updates to the SRDB. 	
<ul style="list-style-type: none"> - Does not include ALI storage or processing for use during a E9-1-1 call. 	
<p>2. <i>ALI (ALI) Storage/Processing Dual Mode</i></p> <p>Dual Mode ALI Storage Processing is the Company recommended service offering for E9-1-1 ALI Retrieval Service. Dual Mode ALI Storage Processing provides higher reliability for E9-1-1 ALI Retrieval Service. The Customer is advised of the features/functionality, and higher reliability of Dual Mode ALI that provides redundancy. The Customer, having been provided this information, understands/acknowledges that when subscribing to Single Mode ALI service, there is no redundancy as provided with Dual Mode ALI.</p>	
<p>Dual Mode ALI Storage/Processing provides two mirrored ALI platforms to provide a higher level of reliability and disaster recovery, so that ALI Storage/Processing can occur in the event of a major outage at one of the ALI systems, a ALI's location, etc. The PSAPs divide their circuits equally among the two (2) ALIs. Each ALI processes the PSAP Query and responds with the associated ALI. The ANI-ALI Controller at the PSAP presents each ALI (and also filters out duplicate ALIs) for processing the E9-1-1 call. Since each PSAP has a circuit to each ALI, the architecture also allows ALI Retrievals to be completed in the event of a major facilities failure between a PSAP and one of the ALIs. The ALIs match the E9-1-1 caller's ALI with the E9-1-1 caller's ANI/pANI (pseudo ANI). The PSAP queries the ALI systems with the ANI/pANI via the data path. Each ALI processes the PSAP Query (looks up the ANI/pANI to retrieve the ALI either stored on the ALI platform, or steers to another database platform to retrieve the ALI and processes it back to the requesting PSAP) and responds with the associated ALI. The ANI-ALI Controller at the PSAP presents each ALI (and also filters out duplicate ALIs) for processing the E9-1-1 call. Since each PSAP has a circuit to each ALI, the architecture also allows ALI Retrievals to be completed in the event of a major facilities failure between a PSAP and one (1) of the ALIs.</p>	
<p>The rate also includes two (2) ports on each ALI system for the connection of each circuit (not included).</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>The rate does not include the circuit costs to connect, for steering, to another ALI database platform.</p>	
<p>The rates are based on a minimum billing of one thousand (1,000) records using a combination of Company access lines, non-Company records counts for wireline.</p>	
<p>The rates are available for ALI (ALI) Storage/Processing Dual Mode for Wireline Storage/Processing Dual Mode for Wireline Processing only.</p>	
<p>Dual Mode ALI Service is not available in all areas. If a Customer orders Dual Mode ALI in an area where it is currently not available, the Company will provide an estimated installation date to the Customer.</p>	
<p>3. ALI (ALI) Storage/Processing Single Mode</p> <p>Single Mode Selective Routing Storage/Processing provides an ALI platform that matches the E9-1-1 caller's ALI with the E9-1-1 callers ANI/pANI (pseudo ANI). The PSAP queries the ALI system with the ANI/pANI via the two (2) data paths. The ALI system looks up the ANI/pANI to retrieve the ALI either stored on the ALI platform, or steers to another database platform to retrieve the ALI and processes it back to the requesting PSAP.</p>	
<p>The rate also includes two (2) ports on the ALI system for the connection of each circuit (circuit changes not included; separately billed) from the PSAP.</p>	
<p>The rates do not include the circuit costs to connect, for steering, to another ALI database platform.</p>	
<p>The rates are based on a minimum billing of one thousand (1,000) records using a combination of Company access lines, non-Company record counts for wireline.</p>	
<p>The rates are available for ALI (ALI) Storage/Processing Single Mode for Wireline Storage/Processing Single Mode for Wireline Processing only.</p>	
<p>4. ALI (ALI) Port For PSAPs</p> <p>This rate only applies if more than the two (2) ALI ports (already included in the ALI Storage/Processing rate) are used per PSAP.</p>	
<p>This rate does not include equipment (access software and hardware) needed at Customer end to interface to the ALI platform and does not include the circuit.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>5. <i>Dual Mode Selective Routing</i></p> <p>Dual Mode Selective Routing is the Company recommended service offering for E9-1-1 Selective Routing Service. The Customer will be advised of the features/functionality, and higher reliability of Dual Mode Selective Routing that provides redundancy. The Customer, having been provided with this information, understands/acknowledges that when subscribing to Single Mode Selective Routing service, there is no redundancy as provided with Dual Mode Selective Routing. Dual Mode Selective Routing includes the following:</p> <ul style="list-style-type: none"> - Provides for diverse selective routing of each E9-1-1 call to PSAP. 	
<ul style="list-style-type: none"> - Receives ANI for Wireline and routes the E9-1-1 call based on the ESN in the ALI database. 	
<ul style="list-style-type: none"> - Includes ports for Company End Offices to Selective Router trunks and Selective Router to PSAP trunks for P.01 grade of service between the dual routers. Service above a P.01 grade requires that the PSAPs purchase additional ports. 	
<ul style="list-style-type: none"> - Provides for trunk default routing to an established PSAP in the event of ANI or ESRK or ESRD failure. 	
<ul style="list-style-type: none"> - Supports Phase I CAS and NCAS as well as Phase II NCAS wireline compatibility methods. 	
<ul style="list-style-type: none"> - Rate applies for all routing whether based on ESN, trunk, default, etc. 	
<ul style="list-style-type: none"> - Rates are available for Dual Mode Selective Routing for both Wireline or Dual Mode Selective Routing for Wireline Only. 	
<ul style="list-style-type: none"> - A Nonrecurring Charge in the amount of \$680,930.06 is applicable and payable in one (1) lump sum payment for equipment upgrades necessary to provide Dual Mode Selective Routing as the network is configured on June 30, 2005, the effective date of Advice No. 3307 3147. 	
<ul style="list-style-type: none"> - Customers subscribing to E9-1-1 Service after June 30, 2005 will not be subject to the Nonrecurring Charge of \$680,930.06. 	
<ul style="list-style-type: none"> - Monthly recurring charges as of the effective date of this tariff will be applicable until such time any changes are made to the company's existing network. 	
<ul style="list-style-type: none"> - PSAPs that are receiving E9-1-1 Service as of June 30, 2005 will receive monthly recurring charge credits for December, 2004 through June, 2005 for Dual Mode Selective Routing for Wireline per one thousand (1,000) records for wireline and Dual Mode Selective Routing for Wireline Only, per one thousand (1,000) wireline records of \$33.89. The MRC credits noted here are not applicable until the Nonrecurring Charge payment of \$680,930.06 has been paid in full. 	
<p>Dual Mode Selective Routing is not available in all areas. If a Customer orders Dual Mode Selective Routing in an area where it is currently not available, the Company will provide an estimated installation date to the Customer.</p>	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>6. Single Mode Selective Routing</p> <p>Single Mode Selective Routing receives ANI for Wireline and routes the E9-1-1 call based on ESN in the ALL database. Single Mode SR includes the following:</p> <ul style="list-style-type: none"> - Ports for Company End Offices to Selective Router trunks and Selective Router to PSAP trunks for P.01 grade of service between the dual routers. Service above a P.01 grade requires that the PSAPs purchase additional ports. 	
<ul style="list-style-type: none"> - Trunk default routing to an established PSAP in the event of ANI or ESRK or ESRD failure. Is only applicable over a P.01 grade of service. 	
<ul style="list-style-type: none"> - Support of Phase I CAS and NCAS as well as Phase II NCAS wireline compatibility methods. 	
<ul style="list-style-type: none"> - Rates based on a per one thousand (1,000) records basis (the combination of Company access line counts and non-Company record counts) for wireline. 	
<ul style="list-style-type: none"> - Rates are available for Single Mode Selective Routing for Wireline or Single Mode Selective Routing for Wireline only. 	
<p>7. Selective Router Port</p> <p>This rate only applies if greater than P.01 grade of service (included in Selective Routing rate) is required for connection of the following:</p> <ul style="list-style-type: none"> - Incoming E9-1-1 trunks from the host, remote central office or Selective Router. - Outgoing E9-1-1 trunks to PSAP. 	
<p>This rate provides for a port at the Company Selective Router for voice grade termination (greater than P.01 grade of service) and includes facilities termination within a Company Selective Router End Office.</p>	
<p>8. Trunking</p> <p>Company End Office to Company E9-1-1 Selective Router:</p> <ul style="list-style-type: none"> - Provides ANI on a voice grade circuit from a Company central office switch to a Company Selective Router. - Includes facilities termination and local loop mileage from Company host central offices to Company Selective Routers. - Requires dedicated trunks to meet the higher of P.01 grade of service, or minimum of two (2) trunks, from each end office regardless of host or remote arrangement. 	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<p>Company Selective Router to PSAP Trunk:</p> <ul style="list-style-type: none">- Provides ANI on a voice grade circuit from a Company selective router to the designated PSAP.- Includes facilities termination and local loop mileage from Company host central offices to Company End Offices.- Requires dedicated E9-1-1 trunks to meet P.01 grade of service from the Company selective routers to the PSAP.	
<p>9-1-1 Service Line:</p> <ul style="list-style-type: none">- Connects a PSAP to its serving Company Central Office when using a non-Company Selective Router.	
<p>9-1-1 Transport:</p> <p>9-1-1 Transport provides the dedicated circuits between Company central offices to/from a non-Company Selective Router, or from a non-Company Central Office to/from a Company Selective Router, for the provision of E9-1-1 Service. E9-1-1 Transport is on a per mile basis.</p> <ul style="list-style-type: none">- Does not include the Local Loop.	
<p>PSAP to ALI:</p> <p>PSAP to ALI provides connectivity between the PSAP and the ALI on a per circuit basis.</p> <ul style="list-style-type: none">- Requires a minimum of:<ul style="list-style-type: none">- Two (2) dedicated data circuits (one to the primary and one to the secondary) from the PSAP to the Company ALI when using Dual ALI, or- Two (2) dedicated data circuits from the PSAP to the Company ALI when using Single Mode Selective Routing.- Must subscribe to either Frame Relay or Digital Data Service from the applicable Tariff.	

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

9. *Disaster Recovery*

Network Control Modem (NCM):

Network Control Modems (NCMs) are not available in all areas. If a Customer orders NCMs in an area where they are currently not available, the Company will provide an estimated installation date to the Customer. NCM includes the following:

- Provides the ability to send all E9-1-1 calls for one (1) PSAP to another PSAP in cases where the first PSAP is unable to accept E9-1-1 calls.
- Uses dial-up on any voice grade line, and does not require caller (with authority to redirect calls) to be at a specified location (to make the call).
- Provides multiple levels of security, so only authorized user can make changes.

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

J. Rates and Charges

The following service rates are based on a three (3) year term commitment and are subject to the provisions of *E.1.* in this Section. See Section *2.D.*, Termination Liability for applicable termination liability charges. Rates are in addition to the applicable service order charge found in Section *VI.*, Service Charges of this Tariff. Charges for subscriber requests that necessitate additions, moves or changes of facilities and/or equipment on Company premises will be based upon the Time and Material Charges in Section *IV.* of this Tariff. If special construction of additional facilities is required, it would be handled in the manner described in this Tariff, i.e., individual case basis agreement consistent with applicable regulatory requirements.

The following services are offered on a three (3) year term commitment basis.	Three-Year Term Monthly Charge
Automatic Location Identification (ALI) Database Administration, per 1,000 records ^{18, 19}	\$52.88
ALI (ALI) Storage/Processing Dual Mode for Wireline Only per 1,000 wireline records ^{18, 19, 20, 21}	12.89
ALI (ALI) Storage/Processing Single Mode for Wireline Only per 1,000 wireline records ^{18, 19, 20}	8.60
ALI (ALI) Port for PSAPs, per Port 2	4.56
Dual Mode Selective Routing for Wireline Only per 1,000 wireline records ^{18, 19, 21}	39.62
Single Mode Selective Routing for Wireline Only per 1,000 wireline records ^{18, 19}	49.37
Selective Router Port, per DSO	4.00
	<u>Nonrecurring Charges</u>
Nonrecurring Charge for Dual Mode Selective Routing (Wireline)	\$680,930.06

Continued on next page...

¹⁸ Wireline billing is based on the per 1,000 rate using the maximum number of records in service within the geographical boundaries of the Customer's public safety jurisdiction for the most current twelve (12) month period prior to service establishment. These counts will be adjusted annually for purposes of updating Customer billing. A minimum of 1,000 will be billed and standard rounding (below 500 downward, 500 and above upward) will be used. See *D.2.* in this section for the definition of Record.

¹⁹ E9-1-1 Services, Selective Routing, ALI Database Administration, and ALI, are provided with a three (3) year initial term commitment commencing on the in-service date, and followed by an automatic one (1) year renewal term commitment.

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

<i>Continued from previous page...</i>		
<u>Trunking</u>	<u>Nonrecurring Charge</u>	<u>Three-Year Term Monthly Charge</u>
Company Central Office to Company E9-1-1 Selective Router, per trunk	22	\$20.40
Company Selective Router to PSAP Trunk	22	52.20
9-1-1 Service Line		16.92
9-1-1 Transport, per mile	See FIA Tariff, WN U-16, Section 5, Special Transport	
PSAP to ALI, per trunk		
Frame Relay	See Advanced Data Services Catalog, Section 7, Frame Relay for rates	
DDS (Digital Data Services)	See FIA Tariff, WN U-16, Section 5, Special Access for rates	
<u>Disaster Recovery</u>	<u>Nonrecurring Charge</u>	<u>Three-Year Term Monthly Charge</u>
Network Control Modem (NCM), per customer ²³	-----	\$62.92

The Customer must provide written notification of termination at least sixty (60) days prior to the termination date. If the E9-1-1 Service is discontinued prior to the expiration of the initial term commitment or the renewal term period, the applicable termination liability charges will apply. Customers moving to this Tariff will start a new three (3) year term commitment commencing on the in-service date (if continuation of existing services, in-service date will be the order date), and will be subject to Termination Liability provisions as set forth in Section 2.D., Termination Liability in this Tariff.

²⁰ ALI Storage/Processing includes either two ports on the Single Mode platform, or one port on the primary ALI system and one port on the secondary system. Circuits are not included in this rate.

²¹ This service is not available in all areas. If a Customer orders this service in an area where it is currently not available, the Company will provide an estimated installation date to the Customer.

²² Refer to Facilities for Intrastate Access Tariff, WN U-16, Section 5, Special Access for applicable non-recurring charges for local channel circuits and interoffice channel circuits.

²³ This service is not available in all areas. If a Customer orders this service in an area where it is currently not available, the Company will provide an estimated installation date to the Customer.

VIII. E9-1-1 EMERGENCY TELEPHONE SERVICE (Continued)

IX. 811 DIALING SERVICE

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IX. 811 DIALING SERVICE (Continued)

<p>A. <u>General</u></p> <p>811 Dialing Service (811) is a custom call-routing application utilizing a three (3) digit local dialing arrangement, terminating to a customer-provided number for access to advance excavation notice services. It provides the calling party an easy-to-remember three-digit dialing code with call delivery to established 811 subscribers. The 811 code was assigned for this purpose pursuant to CC Docket No. 92-105, Sixth Report and Order FCC 05-59, which specifies that such calls be delivered to a number provided by the relevant 811 subscriber that is not a toll call for the party dialing the number (i.e., either a toll-free (8XX) or local number). This tariff covers calls originating on lines terminating in one of the Company's switches; it does not cover 1+, 0+, 0- operator-assisted, 101XXXX, or inmate calls). If the customer requires a change to the terminating numbers, additional charges may apply.</p>	
<p>B. <u>Regulations</u></p> <p>Calls placed using 811 are automatically routed to the 811 subscriber's terminating number, which the customer must provide in the form of either a toll-free number or a local number whose local calling area covers all of the locations to which the service is provided. Before receiving service, the customer shall provide the Company with this number, along with a list of counties in which the customer intends to establish 811 service, so that the Company may properly translate its central office switches. Disputes regarding geographic coverage by two or more 811 subscribers will be referred to the Washington Utilities and Transportation Commission. Calls placed to the 811 code will be routed to the point-to-number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone number or ZIP Codes can be provided where technically feasible. If charges are required to re-route the call to the terminating number, the call will be routed via a toll-free number that the customer will provide to the Company. The 811 service does not include any functionality for redirecting calls that are misdialed or otherwise misrouted as 811 calls (e.g., callers intending to dial 911 or 711 codes). The customer shall provide sufficient terminating number paths to its toll-free or local terminating number so as to not impair the Company's network.</p>	
<p>The Company's offering of 811 to the customer is conditioned on the customer's representation that it has been authorized by appropriate state authorities to receive and respond to 811 calls from the public within the areas served by the Company, and that the customer has obtained all licenses, authorizations, and other prerequisites necessary to provide that service, and will at all times comply with all applicable laws and regulations.</p>	
<p>The Company reserves the right to discontinue the service, without notice, if interruption of 811 is necessary to prevent or protect against fraud or otherwise protect the Company's personnel, facilities or services. 811 is not available for resale.</p>	
<p>The Company assumes no liability for any issue arising from the fact that, in some 811 applications, physical call routing boundaries may not match exactly with the boundary of the subscriber's requested service area, e.g., state or county boundaries. For example, calling parties could have access to another state, county, and/or other area. Where physical boundaries do not match exactly the boundary of the subscriber's requested service area, workaround arrangements may be required to properly route traffic due to differences in switch type, switch software, and the subscriber's terminating telephone number. The Company assumes no liability due to Caller ID/Automatic Number Identification (ANI) information being unavailable or incorrect due to these workarounds.</p>	

IX. 811 DIALING SERVICE (Continued)

<p>The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company occurring in the course of furnishing service or other facilities (Service Problems) and not caused by the negligence of the customer, or by the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed 1/1824th of the Service Establishment and Central Office Switch Activation nonrecurring charges, multiplied by each day during which the Service Problem giving rise to liability continues (the Pro Rata Amount). The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from using customer apparatus or systems in connection with, or combining of such apparatus or systems with, facilities furnished by the Company; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company. Neither the Company nor any concurring, connecting or other participating carrier shall be liable for any act or omission of another company or companies furnishing a portion of such service. The Company is not responsible to the customer, authorized user, joint user, sharer of service or patron of a reseller for damages arising out of Service Problems or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by terminal equipment, except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company will not exceed the Pro Rata Amount. The Company is not responsible to the customer, authorized user, joint user, sharer of service or patron of a reseller for injuries or damages to persons or property arising from the existence of customer-provided power supply.</p>							
<p>C. <u>Rates</u></p> <p>Upon initial deployment the Service Establishment, per Point-To Number nonrecurring charge applies per point-to number in addition to the Central Office Switch Activation Charge per central office translated to the point-to number. The Service Establishment, per Point-To Number nonrecurring charge will apply for any change to the point-to number after initial deployment.</p>							
<p>The Central Office Switch Activation, per Central Office Switch Translated nonrecurring charge applies when the Company translates the 811 abbreviated dialing code to the customer's terminating telephone number. The Central Office Switch Activation, per Central Office Switch Translated nonrecurring charge is applied on a per telephone number translated, per host central office basis. No additional charge is applied for translation of remote switches that subtend host central offices.</p> <table border="0" style="width: 100%; margin-top: 20px;"> <thead> <tr> <th style="width: 70%;"></th> <th style="text-align: center; vertical-align: bottom;">Nonrecurring <u>Charge</u></th> </tr> </thead> <tbody> <tr> <td style="padding-left: 20px;">Service Establishment, per Point-To Number</td> <td style="text-align: center; vertical-align: bottom;">\$199.00</td> </tr> <tr> <td style="padding-left: 20px;">Central Office Switch Activation Charge, per Central Office Switch Translated</td> <td style="text-align: center; vertical-align: bottom;">22.25</td> </tr> </tbody> </table>			Nonrecurring <u>Charge</u>	Service Establishment, per Point-To Number	\$199.00	Central Office Switch Activation Charge, per Central Office Switch Translated	22.25
	Nonrecurring <u>Charge</u>						
Service Establishment, per Point-To Number	\$199.00						
Central Office Switch Activation Charge, per Central Office Switch Translated	22.25						

**X. SERVICES LIMITED TO EXISTING CUSTOMER
(GRANDFATHERED)**

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**X. SERVICES LIMITED TO EXISTING CUSTOMER
(GRANDFATHERED) (Continued)**

<p>A. <u>General</u></p> <p>1. Service offerings listed herein are classified as being limited to existing customers at the same location.</p>	
<p>2. Unless otherwise specified in this Section, services limited to existing customers will be continued to be offered subject to all the Rules and Regulations of the Tariff the same as would be applicable if the service offering were not limited.</p>	
<p>B. <u>Community Volunteer Fire Reporting System</u>²⁴</p> <p>This service was offered to customers of former tariff WN U-10.</p> <p>1. <i>General</i></p> <p>This service is designed for use by unattended volunteer fire departments. A party calling the listed fire reporting number activates a conference circuit, which rings volunteer firemen's telephones, enabling the caller to report the fire or emergency to answering firemen.</p>	
<p>This equipment permits two (2) simultaneous fire-reporting calls, if the customer desires. This optional feature requires an additional One-party Business Network Access line.</p>	
<p>Remote Answering Terminals permit firemen away from home, upon hearing the fire siren, to call a designated telephone number, which will connect them to the Fire Reporting System. This optional feature requires a Non-Publish One-party Business Network Access line, it will handle up to three simultaneous calls.</p>	
<p>The Siren Control Circuit is a private line, suitable for supervisory control, from the Fire Reporting System common equipment to the siren.</p>	
<p>The Amplifier feature is an option available to maintain a satisfactory level of transmission.</p>	

²⁴ No new service installed after April 23, 1982.

**X. SERVICES LIMITED TO EXISTING CUSTOMER
 (GRANDFATHERED) (Continued)**

2. Rates ²⁵		
	<u>Monthly Rate</u>	<u>Installation Charge</u>
Basic System with one Siren Control Relay to handle three Fireman Lines, and three Remote Answering Terminals	\$55.76	\$431.50
Additional Siren Control Relays to handle each additional three or less Fireman Lines, each	6.11	14.50
Siren Control Circuit	Private Line rates in the Service Catalog.	
Station Line Relay for each Fireman's Line connected to system	6.61	14.50
Change of Fireman Lines connected to system or additions after installation of system, each occasion	-----	43.25
Fire Reporting Number (maximum of two), each	One-party Business Network Access rate	
Access to Remote Answering Terminals	One-party Business Network Access rate	
Amplifier	23.15	99.75
Each group of four or less Fireman Lines connected to Amplifier	9.93	29.00

²⁵ No New service installed after April 23, 1982.

**X. SERVICES LIMITED TO EXISTING CUSTOMER
(GRANDFATHERED) (Continued)**

<p>C. <u>Fire Reporting Service</u>²⁶</p> <p>This service was offered to customers of former tariff WN U-13.</p> <p>1. General</p> <p>Applicability:</p> <p>Applicable to System Standard discontinued fire-reporting systems. Limited to existing customers.</p> <p>Territory:</p> <p>Within the exchange area of all exchanges as said areas are defined on filed maps.</p>	
<p>2. Conditions</p> <p>a. A fire reporting telephone system will be furnished under the provisions of this tariff to a fire protection district, a municipality, or other governmental agencies for use in transmitting reports of fires and other public emergencies and for the operation of public alarm signals.</p>	
<p>b. The utility's liability to the customer for this service, or to any member of the public or to any third party for any failure of the system or any delay, interruption, confusion or mistake in transmission of any message or signal or any consequence of the use, misuse or failure of the system or service shall be limited to an allowance for interruptions or failure of service as specified in the rules of this tariff. In no event will the utility be liable to the customer, any member of the public, or any governmental body for any consequential damage arising from any of the foregoing.</p>	
<p>c. Arrangements to signal firemen's telephones must be compatible with the ringing characteristics of the fire reporting system and the serving central office.</p>	

²⁶ Limited to existing customers as of May 27, 1993.

**X. SERVICES LIMITED TO EXISTING CUSTOMER
 (GRANDFATHERED) (Continued)**

<p>3. <i>Rates</i></p> <p>Primary service:</p>	
	<p><u>Monthly Rate</u></p>
<p>a. Fire reporting system equipped with ten (10) lines, including equipment to signal firemen's regular exchange telephone service</p>	<p>\$24.15</p>
<p>b. Each additional line equipped</p>	<p>2.35</p>
<p>c. Each siren control button (grounded)</p>	<p>.30</p>
<p>d. Siren control circuit equipped with manual release and automatic reset relay</p>	<p>3.00</p>
<p>e. Each fire reporting exchange network access line connected to the fire reporting system</p>	<p>²⁷</p>
<p>f. Each line change or rearrangement made to regular exchange services connected to a fire reporting system at the customer's request</p>	<p>-----</p>
<p>D. <u>Private Line Burglar Alarm Service</u>²⁸</p>	
<p>1. <i>General</i></p> <p>This service provides burglar alarm circuits within the Westport Exchange in conjunction with individual line service and customer's compatible burglar alarm device.</p>	
<p>2. <i>Conditions</i></p>	
<p>a. The arrangement includes a connection between the customer's burglar alarm device and an appropriate facility at the dispatcher's desk in the Police Department of the Westport Exchange.</p>	
<p>b. The availability and continuity of the arrangement are subject to the participation of the above Police Department.</p>	

²⁷ Rates and charges applicable to one-party business service as shown in the Service Catalog.

²⁸ Limited to existing customers as of May 27, 1993.

**X. SERVICES LIMITED TO EXISTING CUSTOMER
 (GRANDFATHERED) (Continued)**

<p>c. The utility assumes no liability for any failure of the above device, of the arrangement and/or of the aforesaid Police Department.</p>									
<p>d. Combination of line services are not eligible for the arrangement.</p>									
<p>3. <i>Rates</i></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; vertical-align: bottom;"><u>Monthly Rate</u></th> </tr> </thead> <tbody> <tr> <td colspan="2" style="padding-left: 20px;">Burglar alarm circuit – Westport exchange only</td> </tr> <tr> <td style="padding-left: 40px;">a. Each business service</td> <td style="text-align: right; vertical-align: bottom;">\$14.50</td> </tr> <tr> <td style="padding-left: 40px;">b. Each residence service</td> <td style="text-align: right; vertical-align: bottom;">7.25</td> </tr> </tbody> </table>		<u>Monthly Rate</u>	Burglar alarm circuit – Westport exchange only		a. Each business service	\$14.50	b. Each residence service	7.25	
	<u>Monthly Rate</u>								
Burglar alarm circuit – Westport exchange only									
a. Each business service	\$14.50								
b. Each residence service	7.25								
<p>E. <u>Private Switch (PS) 9-1-1 Service</u>²⁹</p> <p>1. <i>General</i></p> <p>Private Switch ALI Service (PS 9-1-1 Service) is an optional service offering which enables either (1) Automatic Number Identification (ANI) or (2) ANI and Automatic Location Identification (ALI) to be provided to a Public Safety Answering Point (PSAP) by 9-1-1 calls originating from Station lines served by a Private Switch (under Direct Inward Dialing Service) system that are directly accessible to/from the Public Switched Network and served by a Private Switch.</p>									
<p>Definitions of terms used with Private Switch ALI Service (PS 9-1-1 Service) are included with the definitions for E9-1-1 Emergency Telephone Service under 9-1-1 Service, Features.</p>									
<p>When a customer requests services not covered by this contract, rates from other appropriate tariffs of the Company shall apply. If no such tariff exists, the services may be provided on an individual case basis (ICB) where facilities and operating conditions permit. An ICB may also be required when conditions, terms and/or rates, as set forth in this contract, may not be reasonable due to unique circumstances.</p>									

²⁹ Limited to existing customers as of August 28, 1998.

**X. SERVICES LIMITED TO EXISTING CUSTOMER
(GRANDFATHERED) (Continued)**

<p>2. <i>Conditions</i></p> <p>a. Availability of Options</p> <p>(1) The ANI-ONLY option is available if the 9-1-1 Customer has subscribed to ANI-ONLY service and has establish dedicated routing from the central office serving the PS Provider to a Point of Concentration or to the serving PSAP; and if the PS Provider: 1.) Orders a block(s) of Directory Numbers, from which its PS End Users are assigned individual Directory Numbers; however, when the Proximity Group option is selected, only one telephone in each group will have a Directory Number assigned; 2.) Orders two "PS 9-1-1 Service" trunks or that quantity necessary to provide P.01 Grade of Service, whichever is the higher standard, to connect the PS Provider's Private Switch to its serving central office; and 3.) Has a Private Switch or other customer premises equipment capable of forwarding the ANI of each PS End User's Directory Numbers to the 9-1-1 Service Trunk when either 9-1-1 or X-9-1-1 is dialed (where X is the access number for the public switched network).</p>	
<p>(2) The ANI and ALI option is available if the 9-1-1 Customer subscribes to Enhanced 9-1-1 service and meets the same conditions in 2.a.(1)., and the PS Provider uses the Company PS ALI ENTRY software to maintain and forward PS End User Directory Numbers and location information in the NENA Standard format to the Company, with updates as necessary to keep records current and responds to requests from the Company to make corrections to record errors by uploading the corrected records within one working day.</p>	
<p>(3) With either of the above options, the PS Provider is allowed to establish its phones in Proximity Groups. In this Proximity Group Option, the PS Provider needs to order a Directory Number only for each Call-Back Phone, of which there will be one per Proximity Group. Therefore, all telephones in the same Proximity Group must have the ANI of the Call-Back Phone transmitted to the PSAP when 9-1-1 is dialed from any telephone in that group. The PS Provider is responsible for assigning telephones to Proximity Groups.</p>	
<p>b. Service provisioning is dependent upon the type and configuration of the 9-1-1 network that is in place for the service area.</p> <p>(1) Private Switch to serving Central Office: The basic requirement is to treat the Private Switch as if it were a Central Office, so that dedicated PS 9-1-1 Service trunks are required from the Private Switch to its serving Central Office. There must be a minimum of two PS 9-1-1 Service trunks or a quantity that will provide a minimum of P.01 Transmission Grade of Service, whichever is the higher standard. The cost for this local loop connection is the responsibility of the PS Provider for each Private Switch owned or controlled by the PS Provider. The PS Provider is also responsible for monitoring the performance of the PS 9-1-1 Service Trunks, by conducting manual operational tests, from the Private Switch to the PSAP. Any PS 9-1-1 Service Trunks found to be defective shall be immediately reported to the Company.</p>	

**X. SERVICES LIMITED TO EXISTING CUSTOMER
 (GRANDFATHERED) (Continued)**

<p>In the case of Private Switch tandem or Private Switch host/remote networks, dedicated PS 9-1-1 Service trunks are required from the Private Switch network concentration point (tandem or host) to its serving Central Office. The PS Provider is responsible for making sure that:</p> <p>(a) all phones that are connected to a PS Provider point of concentration are in the area served by the same E9-1-1 system to ensure correct routing, and</p>	
<p>(b) that tandeming cause no more than a 4 second delay in completion of the 9-1-1 call.</p>	
<p>(2) Point of Concentration: The 9-1-1 Customer is required to order network facilities in order to provide a minimum of two E9-1-1 Service Trunks or that quantity which will provide a minimum of P.01 Transmission Grade of Service, whichever is the higher standard, from the PS Provider's serving Central Office to the PSAP. This may be done via dedicated trunking from the PS to the PSAP, or it may be done via a Point of Concentration. Thus, there may arise a need to install an E9-1-1 Selective Router or Tandem in order to handle the traffic from numerous PS Providers. If so, the cost for this network modification is the responsibility of the 9-1-1 Customer.</p>	
<p>(3) Termination of the PSAP: If additional lines, trunks, or termination are required from the Point of Concentration to the PSAP to handle PS 9-1-1 Service, and/or if additional local loop connections or terminations are required at the PSAP end, regardless of whether there is a Point of Concentration or not, the cost of these additions is the responsibility of the 9-1-1 Customer.</p>	
<p>c. The customer for this service may be any PS Provider whose participation in the 9-1-1 system is accepted by the 9-1-1 Customer.</p>	
<p>d. The Proximity Group Option is not available in the servicing of residential units by PS Providers.</p>	
<p>3. Definitions</p> <p><i>PS ALI Entry:</i></p> <p>A personal computer software program that will automate the process of building ALI records of Private Switch (PS) End Users in the NENA Standard Format. It provides for some limited accuracy checks, uploading the records to the Company, and receiving downloads of records found to contain certain types of errors in the PS End User records from the Company.</p>	
<p><i>PS ALI Gateway:</i></p> <p>The Company's computer facility that will interface with the Private Switch (PS) Provider Administration Site to receive Private Switch (PS) End User ALI updates and from which error reports will be returned. Communication will be via dial-up modem, using a common protocol.</p>	

**X. SERVICES LIMITED TO EXISTING CUSTOMER
(GRANDFATHERED) (Continued)**

<p><i>Private Switch (PS):</i></p> <p>A telephone service switch, such as a Private Automatic Branch Exchange (PABX), or PBX as they are commonly called, that provides service to individual users and connects them to the Public Switched Network.</p>	
<p><i>Private Switch ALI Service Trunk (PS 9-1-1 Service Trunk):</i></p> <p>A CAMA-type trunk, dedicated to routing 9-1-1 calls from a Private Switch to either a 9-1-1 Selective Router, Tandem, Central Office serving a PSAP, or PSAPs. The termination of this trunk depends on the network configuration and PSAP terminating equipment. This Trunk will forward the voice and ANI of the calling party. The Private Switch (PS) will be treated in the same manner as a central office with regard to network connectivity.</p>	
<p><i>Private Switch (PS) End User:</i></p> <p>An individual or organization authorized to use the telephone services provided by the private switch per individual station.</p>	
<p><i>Private Switch (PS) Provider:</i></p> <p>A private entity that provides telephone service to a group of residential or business end users (i.e., Private Switch (PS) End Users served by the provider's private switch).</p>	
<p><i>Proximity Group:</i></p> <p>A customer electable option that lets a customer designate one telephone in a group of PBX stations as a call-back phone. The ALI associated with the directory number of the call-back phone will be forwarded.</p>	
<p><i>PS 9-1-1 Site Administrator:</i></p> <p>A person who may be assigned and authorized by the Private Switch (PS) Provider, at the discretion of the PS Provider, to act as an agent with responsibility for managing the PS Provider's responsibilities within the scope of this tariff. The Site Administrator may be responsible for establishing the PS 9-1-1 Service, for maintaining the location information of the PS End Users and using the PS ALI ENTRY software to provide accurate PS End User ALI to the Company. This person will be given a password by the Company for access to the ALI ENTRY GATEWAY for the purpose of uploading the PS End Users ALI record information, specific to the site administrator's location.</p>	
<p>4. Technical Specifications</p> <p>Network interface requirements for PS 9-1-1 Service customer access are described in detail in the "Technical Standards Sub-Committee Report, 9-1-1 CAMA Trunking and DataBase Update for Private Switch/ALI" report produced by the PS/ALI Forum of the Technical Standards Subcommittee for State Advisory Commission on State Emergency Communications (ACSEC).</p>	

**X. SERVICES LIMITED TO EXISTING CUSTOMER
(GRANDFATHERED) (Continued)**

<p>5. <i>Application For Service</i></p> <p>Service application for this service must be in writing from the 9-1-1 Customer. Each application for service will state that the PS Provider is authorized to join the 9-1-1 System and will include the following information:</p> <ul style="list-style-type: none">a. The business name and address of the PS Provider,b. The name, address, and telephone number of the PS Provider's Site Administrator,c. The PS Provider service locations by street address and connectivity arrangements to the Company's network, andd. The Blocks and ranges of in-use and on-reserve Directory Numbers assigned to the PS End User or PS station. If a Proximity Group Option is selected, the quantity of directory numbers that will be ordered is also required by the Company.	
<p>6. <i>Customer Obligations</i></p> <ul style="list-style-type: none">a. The 9-1-1 Customer is responsible for coordinating with the PS Provider so that the private switch provides full seven (7) digit ANI according to the technical specification stated herein. The private switch ANI function must be approved by the Company prior to implementation to ensure that the service will function properly. PS 9-1-1 Service will function properly only if ANI is in the proper format, if Directory Numbers are assigned for each station behind the PS (unless the Proximity Group option is selected), and if there is at least a pair of PS 9-1-1 Service Trunks to the central office, and if each station can be reached by dialing its Directory Number from the Public Switched Network.	
<ul style="list-style-type: none">b. The Customer is responsible to ensure that the PS Provider meets the 9-1-1 Customer's standard of timeliness in reporting PS End User ALI updates to the Company.	
<ul style="list-style-type: none">c. When the PS Provider's Site Administrator has established a PS End User ALI record for each Directory Number, this Site Administrator will contact the 9-1-1 Customer to determine the correct street address and community name location as has been defined in the 9-1-1 Customer's Master Street Address Guide (MSAG). This information will be entered into the PS Provider ALI record data base for transmission to the Company.	
<ul style="list-style-type: none">d. The Customer is responsible for informing the PS Provider's Site Administrator of the correct street address nomenclature and community name location as used in the MSAG, and of changes when they occur. The 9-1-1 Customer will ensure that all PS Provider PS End User street addresses are included in the MSAG and that each address is assigned an ESN and PSAP ID.	
<ul style="list-style-type: none">e. The Provider is responsible for forwarding PS End User ALI record information to the Company according to the format and procedures established by the Company in the Company's "PS ALI ENTRY Users Guide," which may be obtained from a Company Account Executive. The PS Provider will assign a PS 9-1-1 Site Administrator, at the customer's election, with responsibility for these tasks. The Company will assign a password to the Site Administrator so that only authorized changes will be made to the PS Provider's ALI database at the Company's ALI ENTRY GATEWAY.	

**X. SERVICES LIMITED TO EXISTING CUSTOMER
(GRANDFATHERED) (Continued)**

<p>f. The Customer is responsible for coordinating with the PS Provider so that the Private Switch is equipped with a minimum of two PS 9-1-1 Service trunks or a quantity that will provide a minimum of P.01 Transmission Grade of Service, whichever is the higher standard. The 9-1-1 Customer is responsible for dedicated trunking from the PS Provider's serving central office to the PSAP or point of concentration from the PS Provider's originating Wire Center. Bridging functionalities used in the serving central office to connect a customer to a PSAP will be provided by the Company at the 9-1-1 Customer's expense.</p>	
<p>g. If the PS Provider selects the Proximity Group Option, the PS Provider is responsible for:</p> <ul style="list-style-type: none">(1) Grouping telephones into effective proximity groups.(2) Designating the Call-Back Phone for each group.(3) Assigning a Directory Number to each call-back phone.(4) Enabling all telephones in a group to use the ALI of that group's call-back phone directory number.(5) Maintaining records of telephones and telephone numbers assigned to each proximity group.(6) Labeling telephones.(7) Providing instruction for end users.	
<p>h. Sublocation information: The PS Provider is responsible for providing sublocation information (i.e., floor, cubicle number, wing, building location) for the PS end user ALI record. The Company will maintain ALI records. All records provided to the Company are confidential.</p>	
<p>i. The customer is responsible for the privacy rights relating to locations within that customer's premises. The degree of confidentiality shall be the same as required of the Company and the 9-1-1 Customer as identified in this and other tariff schedules and the Washington Administrative Codes.</p>	
<p>j. Each PS Provider is responsible for the dedicated lines extending from its Private Switch to its serving Central Office.</p>	
<p>k. The rates charged for PS 9-1-1 Service do not include, and the Company does not undertake, the tasks of inspection or constant monitoring to discover errors, defects and malfunctions in the service. The 9-1-1 Customer has the responsibility for reporting all known errors, defects and malfunctions to the Company. For example, if an attendant at the 9-1-1 Customer's PSAP learns from a 9-1-1 caller that the caller's address is not correct as is displayed in the ALI, that attendant must initiate action to notify the Company of the discrepancy. The 9-1-1 Customer and the Company will jointly establish procedures to facilitate this notification procedure.</p>	
<p>l. Cancellation of the service in whole or in part by the PS Provider prior to establishment thereof, will require payment to the Company of an amount equal to the cost of engineering, manufacturer's billing resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by the Company up to the time of cancellation resulting from the customer's order for service.</p>	

**X. SERVICES LIMITED TO EXISTING CUSTOMER
(GRANDFATHERED) (Continued)**

<p><i>7. Liabilities</i></p> <p>a. The Company's liability for interruption, failure, errors, acts, omissions or other occurrences related to PS 9-1-1 Service shall be limited to the same extent as set forth in Section 112 of this tariff WN U-16 regarding 9-1-1 Service, in any other applicable section of the Company's tariffs, and in statute.</p>	
<p>b. PS9-1-1 Service is provided solely for the benefit of the PS Provider. The provision of PS 9-1-1 Service shall not be interpreted, construed or regarded as being either expressly or implied for the benefit of, or creating any Company obligation toward any person or legal entity other than the PS Provider. The Company's tort liabilities, if any, to third parties shall be limited to instances in which the Company's conduct constitutes gross negligence or willful or wanton misconduct.</p>	
<p>c. The PS Provider is solely responsible for the PS End User ALI Record that is transmitted to the database. Neither the Company nor the 9-1-1 Customer will be responsible for the accuracy of the PS End User's ALI Record information beyond assigning the correct ESN and PSAP ID from the MSAG, and in transmitting each record as received from the PS Provider to the PSAP attendant's display upon receipt of a 9-1-1 call from that PS End User.</p>	
<p>d. Terminal equipment at the 9-1-1 Customer's sites that is used in connection with PS 9-1-1 Service, whether such equipment is provided by the Company or the customer, shall be configured so that it is unable to extract any information from the database other than as it relates to an emergency call. Any information obtained from the database in connection with an emergency call shall be used solely for the purpose of answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency. Any permanent record associating a PS End User telephone number with his/her name or address shall be secured by the customer and disposed of in a manner that will retain the security.</p>	
<p>e. PS 9-1-1 Service will be designed by the Company to provide an equivalent level of service reliability and quality as local exchange telephone service in the exchange where 9-1-1 Systems are equipped with the features to provide PS 9-1-1 Service.</p>	

**X. SERVICES LIMITED TO EXISTING CUSTOMER
 (GRANDFATHERED) (Continued)**

8. Rates	<u>Monthly Rate</u>	<u>NRC</u>	<u>Note</u>
a. Code Recognition	30	30	
b. Enable 9-1-1 Tandeming in Central Office	Individual Case Basis		31
c. PS 9-1-1 Service Trunk - per trunk from Private Switch to serving Central Office	32	33	34
d. 9-1-1 Service Line - Facilities connecting PSAPs to their serving Central office	30	30	
e. 9-1-1 Transport/Transport Termination - Per mile	30	30	
f. PS ALI Subscriber Line Data Receipt - Per PS ALI record	35	35	36
g. PS ALI ENTRY Admin Site package	\$17.52	\$283.00	37

³⁰ These rates are billed to the 9-1-1 Customer and are located under 9-1-1 Service Rates of this tariff.

³¹ This fee will set up a Central Office to provide some level of 9-1-1 tandeming, based on the 9-1-1 network requirements. Because the cost depends on the type of switch involved, the technology used and the level of tandeming desire, prices must be individually established.

³² See applicable line rate in the Service Catalog.

³³ See applicable charge in the Service Catalog.

³⁴ A minimum of two (2) PS 9-1-1 Service Trunks are required from the Private Switch to the serving Central Office. The Private Switch, in some bases, may not be located at the end user location.

³⁵ These rates are billed to the 9-1-1 Customer and are located under 9-1-1 Service Rates of WN U-16.

³⁶ Rates apply to minimum of 10 records and to each additional 10 records or fraction thereof.

³⁷ This enables the Private Switch (PS) Provider's PS 9-1-1 Site Administrator to create ALI records in NENA Standard format in a computer database and upload PS End User records to the Company via modem. It provides limited database management capabilities to the PS End User records and enables receipt of downloaded PS End User record errors for correction. Some entry-checking features are incorporated to minimize chances of errors being entered. This software requires the PS Provider's Site Administrator to have access to a personal computer with an MS-DOS operating system, Version 3.1 or above, MS Windows software, sufficient RAM to operate MS Windows, a hard drive with ENTRY software, and modem with 2400 baud capability, communications software that will operate the modem, and transmit and receive data files using commonly accepted protocol, and a telephone line connection to the modem.

**X. SERVICES LIMITED TO EXISTING CUSTOMER
(GRANDFATHERED) (Continued)**

<p>h. Payment Responsibility:</p> <ul style="list-style-type: none">(1) The 9-1-1 Customer will be charged for Rates ac b, d, e and f, plus any additional PSAP terminations.(2) Private Switch (PS) Provider will be charged for Rates c, and g.	
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