
EMERGENCY COMMUNICATIONS SERVICES

*This tariff, Alabama Tariff No. 2, issued by West Safety Communications Inc.
replaces in its entirety
Alabama Public Service Commission Tariff No. 1, issued by Intrado Communications Inc.*

**WEST SAFETY COMMUNICATIONS INC.
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO EMERGENCY COMMUNICATIONS SERVICES WITHIN
ALABAMA**

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AL11601

EMERGENCY COMMUNICATIONS SERVICES

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CHECK-SHEET

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| 2 | 15 | Original | * | 5 | 11 | Original | * |
| 2 | 16 | Original | * | 5 | 12 | Original | * |
| 2 | 17 | Original | * | 6 | 1 | Original | * |
| 2 | 18 | Original | * | | | | |
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EMERGENCY COMMUNICATIONS SERVICES

SECTION 1 - APPLICATION AND REFERENCE

1.1 Application of Tariff

- 1.1.1 This Tariff contains the regulations, terms, conditions, and maximum rates and charges applicable to intrastate exchange and network services and equipment furnished by West Safety Communications Inc. hereinafter referred to as West Safety or the Company.
- 1.1.2 The Company's services are available to Business Customers, Public Agencies, Local Exchange Carriers, Wireless Service Providers and Telematics Service Providers.
- 1.1.3 The Company's Alabama service territory is statewide.
- 1.1.4 Service is available where facilities permit.

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SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)**1.2 Tariff Format****1.2.1 Outline Structure**

Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1
2.1.1.
2.1.1.1.1.
2.1.1.1.1.1.

1.2.2 Page Numbering

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

1.2.3 Page Revision Numbers

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.

1.2.4 Check Sheets

Check Sheets: When a tariff filing is made with the Alabama Public Service Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Alabama Public Service Commission.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.2 Tariff Format (Cont'd.)

1.2.5 Rate Tables

Within rate tables, four types of entries are allowed:

Rate Amount

The rate amount indicates the dollar value associated with the service.

A dash “-”

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

A footnote designator “[1]”

The footnote designator indicates that further information is contained in a footnote.

ICB

The acronym “ICB” indicates that the product/service is rated on an individual case basis.

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SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.3 Explanation of Change Symbols

| SYMBOL | EXPLANATION |
|--------|---|
| (C) | To signify changed regulation, term or condition |
| (D) | To signify discontinued material |
| (I) | To signify rate increase |
| (L) | To signify material moved from or to another part of the Tariff with no change, unless there is another change symbol present |
| (N) | To signify new material, new rates or regulations |
| (R) | To signify rate reduction |
| (T) | To signify a change in text but no change in rate, regulation, term or condition |

 EMERGENCY COMMUNICATIONS SERVICES

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.4 Explanation of Abbreviations

| | |
|--------|--|
| AMA | Automatic Message Accounting |
| ANI | Automatic Number Identification |
| ALI | Automatic Location Identification |
| ASCII | American Standard Code for Information Interexchange |
| Bps | Bits per second |
| CAMA | Centralized Automated Message Accounting |
| CCITT | The International Telegraph and Telephone Consultative Committee |
| CCSA | Common Control Switching Arrangement |
| CNCC | Customer Network Control Center |
| CO | Central Office |
| Cont'd | Continued |
| cps | Cycles per second |
| CRT | Cathode Ray Tube |
| dB | Decibel |
| DC | Direct Current |
| DID | Direct-Inward-Dialing |
| ECN | Emergency Communications Network |
| ESS | Electronic Switching System |
| FCC | Federal Communications Commission |
| FGD | Feature Group D |
| GMT | Greenwich Mean Time |
| Hz | Hertz |
| IXC | Interexchange Carrier |
| Kbps | Kilobits per Second |
| kHz | Kilohertz |
| LEC | Local Exchange Carrier |
| MSAG | Master Street Address Guide |
| MHz | Megahertz |
| NPA | Numbering Plan Area |
| PBX | Private Branch Exchange |
| PSAP | Public Safety Answering Point |
| SRA | Selective Routing Arrangement |
| SS 7 | Signaling System 7 |
| WSP | Wireless Service Provider |

EMERGENCY COMMUNICATIONS SERVICES

SECTION 1 - APPLICATION AND REFERENCE (CONT'D.)

1.5 Trademarks, Service Marks and Trade Names

9-1-1 SafetyNetSM is a Service Mark of West Safety Communications Inc.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 Definition of Terms

9-1-1

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

9-1-1 Call

For purposes of this tariff, the term “9-1-1 call” includes emergency calls originated by other communications devices including, but not limited to, Telematics devices.

9-1-1 Failure or Outage

A situation in which 9-1-1 calls cannot be transported from the end user to the Public Safety Answering Point (PSAP) responsible for answering the 9-1-1 emergency calls.

Access Line

An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorized User

A person, firm, or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service.

Automatic Numbering Identification (ANI)

A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI)

The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

Basic Local Exchange Carrier

Any person holding a Certificate issued pursuant to Alabama Rules to offer local exchange telecommunications services whether as a facility based carrier or as a reseller.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.1 Definition of Terms (Cont'd.)

Basic Local Exchange Service or Basic Service

The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a call within an exchange area and any other services or features that may be added by the Commission.

Bit

The smallest unit of information in the binary system of notation.

Building

A structure occupied by one or more Customers.

Campus

A group of two or more buildings or spaces located on a single owned continuous or contiguous property.

Central Office (CO)

A switching unit providing telecommunication services to Customers, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building.

Central Office Line

See "Exchange Access Line."

Certified Telecommunications Provider

Providers of telecommunications local exchange service who are certified with the Alabama Public Service Commission as a Local Exchange Services Provider.

Commission

As used in this tariff means the Alabama Public Service Commission.

Common Carrier

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

Company

Refers to West Safety Communications Inc.

Customer

A person, firm, corporation, or governmental agency responsible for paying the telecommunication bills and for complying with the rules and regulations of the

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.1 Definition of Terms (Cont'd.)

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point

The point of interconnection between the Company's regulated telecommunications facilities and terminal equipment, protective apparatus or wiring at the premise. The demarcation point location will be within twelve inches (12) of the protector, or when there is no protector, within twelve inches (12) (or as close as practicable) of the point at which the cable/wire enters the Customer premises.

Duplex Service

Service which provides for simultaneous transmission in both directions.

E9-1-1 Features

The ANI, ALI database and selective routing capabilities and all other components of an E9-1-1 system, not including the transport and switching facilities.

E9-1-1 Facilities

The facilities provided by the basic emergency service provider that interconnect to the wireless providers, certificated basic local exchange carriers, and other services that are used to transport E9-1-1 and other emergency calls to the PSAP. The facilities may include the use of E9-1-1 tandems or direct trunking of E9-1-1 calls to the PSAPs.

E9-1-1 Tandem or 9-1-1 Selective Routing Tandem

The switch that receives E9-1-1 calls from the originating local exchange central offices, employs the ANI information associated with such calls from the originating central office, determines the correct destination of the call, and forwards the call and the ANI information to that destination.

E9-1-1 Trunks

The facilities that connect from the central office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 tandem and connect the tandem to the PSAP. These may include, but are not limited to, point-to-point private line facilities. Common or shared facilities also may be used subject to the provisions of these rules.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.1 Definition of Terms (Cont'd.)

Emergency Communications Network (ECN)

A telephone network consisting of automated and manual call processing steps used to aggregate, transport and deliver emergency calling information to the appropriate 9-1-1 Selective Routing Tandem or PSAP.

Emergency Telephone Service

A telephone system using the three-digit number 9-1-1 to report police, fire, medical or other emergency situations.

End User

The term "End User" denotes any Customer of an intrastate telecommunications service that is not a carrier.

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

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

Entrance Facilities

Those facilities from the property line to the point at which the cable enters the premises and terminates at the protector.

Facilities

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

Fiber Optic Cable

A thin filament of glass with a protective coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Geographic Area

The area such as a city, county, municipality, multiple counties, or other areas defined by a governing body or other governmental entity for the purpose of providing public agency response to 9-1-1 calls.

Governing Body

A board of county commissioners of a county or the city council or other governing body of a city, city and county, or town or the board of directors of a special district.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.1 Definition of Terms (Cont'd.)

Holiday

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

Individual Case Basis (ICB)

A service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case.

Inside Wire

Wiring located on the building owner's/Customer's side of the demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wiring is the responsibility of the Customer or premises owner.

Local Access and Transport Area (LATA)

A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Service

The furnishing of telecommunications services by a Local Exchange Provider to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling. The Company is not responsible for the provision of local exchange service to its Customers.

Master Street Address Guide (MSAG)

The file of street names and ranges defining emergency service agencies particular to a telephone number.

Maintenance of Service

Maintenance of Service (Trouble Isolation) denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Premises Work Charges will apply.

Mbps

Megabits, denotes millions of bits per second.

Minimum Point of Entry

The closest practicable point to where regulated facilities of the Company cross a property line or enter a building.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.1 Definition of Terms (Cont'd.)

National Emergency Number Association (NENA)

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

Network Control Signaling

Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.

Network Facilities

All Company facilities from the central office up to and including the Standard Network Interface at the demarcation point.

Non-listed service

Telephone numbers that are not published in the telephone directory but are available through directory assistance.

Non-published service

Telephone numbers that are neither published in the telephone directory nor available through directory assistance.

Nonrecurring Charge

A charge associated with a given service or item of equipment which applies on a per service and/or a per item basis each time the service or item of equipment is provided or changed.

Pseudo Automatic Number Identification (pANI)

The pseudo number associated with Non Call Path Associated wireless 9-1-1 call delivery and used for query into routing databases.

Person

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

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.1 Definition of Terms (Cont'd.)

Premises

See "Same Premises."

Premises Work Charge

A time-sensitive one-time charge that applies to Customer requested work done by the Company on the Customer's side of the Network Interface.

Private Branch Exchange (PBX)

An arrangement which comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's premises or extended to another premises of the same Customer.

PBX Service

This service provides for centralized processing of exchange access by stations through groups of Central Office trunks, WATS lines, etc., or with other communication systems through voice circuits connected to the common equipment. Interconnection between stations through the common equipment is an inherent feature of the service.

Protector

An electrical device located in a central office, a Customer premises or any where along the telecommunications facility path. This device protects both the Company's and the Customer's property and facilities from high voltages and surges in current.

Public Agency

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

Public Safety Answering Point (PSAP)

A facility equipped and staffed to receive 9-1-1 calls from the basic emergency service provider. PSAPs operate under the direction of the governing body and are responsible to direct the disposition of 9-1-1 calls.

Reseller of Basic Local Exchange Service (Resellers)

For the purpose of this Tariff, a reseller of basic local exchange service is providing basic local exchange service.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.1 Definition of Terms (Cont'd.)

Routing

The central office programming required to transport a 9-1-1 call to the correct E9-1-1 Tandem.

Same Premises

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

Shared Facility

A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Selective Routing

The capability of routing an E9-1-1 call to a designated PSAP based upon the seven-digit or ten-digit telephone number of the subscriber dialing 9-1-1.

Standard Network Interface (SNI)

A standard Federal Communications Commission (FCC) registration jack or its equivalent, which is provided, installed, owned and maintained by the Company at the Customer's premises. The SNI is placed at the point on the Customer's premises where all premises services are connected to the telecommunication's network via Company or Customer owned facilities/wire.

Supporting Structure

Consisting of, but not limited to, pipes, conduits, risers, poles, trenches, backboards, plenum spaces, etc., as required for the physical placement, protection and support of telecommunications facilities. These structures are furnished, installed and maintained at the expense of the premises owner for use by the Company in terminating regulated facilities.

TDD/Text Phone

A telecommunications device for use by deaf persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access

Provides 9-1-1 access to individuals that use TDDs and computer modems.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)**2.1 Definition of Terms (Cont'd.)**Telecommunications Service Priority (TSP)

Denotes the regulatory, administrative, and operational system developed by the federal government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The FCC defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Telecommunications Relay Services

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

Telematics

Personal safety devices utilizing a combination of electronic sensors, wireless communications technologies, and/or location determination technologies to signal or notify Telematics service providers when assistance is required. While Telematics devices are used for non-emergency purposes such as roadside assist or concierge services, navigation assistance, and vehicle tracking, the services described herein are specifically designed to facilitate the delivery of emergency Telematics calls to the appropriate responding agencies, where facilities permit.

West Safety

Refers to West Safety Communications Inc.

Wire Center

The building which houses the local switching equipment (central offices) from which exchange and private line services are furnished and where cable facilities are terminated which furnish telephone service within a designated wire center serving area.

Wire Center Serving Area

The area of the exchange served by a single wire center.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service

These regulations are added to those pertaining to specific service items in other sections. Any change in rates, charges or regulations approved by appropriate governmental authority modifies all service terms and conditions unless otherwise specified in writing pursuant to an ICB agreement, the following terms and conditions will apply to the services.

2.2.1 Application for Service

2.2.1.1 Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.

2.2.1.2 Requests from Customers for additional service or equipment must be made in writing and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate Tariff rates, charges and initial contract period, if any.

2.2.1.3 Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent without further notice.

2.2.2 Refusal of Service

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service (Cont'd.)

2.2.3 Cancellations and Deferments

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

2.2.4 Use of Service

2.2.4.1 Customer service will be furnished to business Customers for:

- The Customer;
- The Customer's employees and representatives;
- Customers who share the Company's service;
- Joint users of Company provided services.

2.2.4.2 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the Company's services.

2.2.4.3 The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service (Cont'd.)

2.2.5 Obligation to Furnish Service

- 2.2.5.1 The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain with just and reasonable earnings, suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.
- 2.2.5.2 The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.
- 2.2.5.3 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- 2.2.5.4 When connections are requested and facilities to provide the required connections at the CO normally designated to serve the premises of the Customer are inadequate, facilities may be furnished from another CO to provide the requested interconnection. Under such circumstances additional monthly rates and installation charges will apply.
- 2.2.5.5 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service (Cont'd.)

2.2.6 Limited Communication

The Company reserves the right to limit use of its services when emergency conditions arise that cause a shortage of facilities.

2.2.7 Resale/Sharing of Service

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written consent of the Company.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service (Cont'd.)

2.2.8 Termination of Service - Company Initiated

2.2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If the service is suspended or terminated for nonpayment, the Customer will be billed nonrecurring connection charges as well as any payment due and any applicable deposits upon reconnection.

2.2.8.1.1. Termination shall not be made until at least 15 days after written notification has been mailed by first class postage prepaid mail to the billing address of the Customer, followed by a second written notice 5 days prior to discontinuance of service.

2.2.8.1.2. The Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.2.8.1.3. In the event the Company terminates service for non-payment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.

2.2.8.2. Telephone service shall not be suspended or terminated for:

2.2.8.2.1. Nonpayment for service for which a bill has not been rendered.

2.2.8.2.2. Nonpayment for service which have not been rendered.

2.2.8.2.3 Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service (Cont'd.)

2.2.8 Termination of Service - Company Initiated (Cont'd.)

2.2.8.3. Verification of Nonpayment

2.2.8.3.1. Service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

2.2.8.3.2. The Company has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and

2.2.8.3.3. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

2.2.8.4 Dishonored Checks

If a Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.2.8.5 Termination For Cause Other Than Nonpayment

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connections(s) from the Customer's premises under the following conditions:

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service (Cont'd.)

2.2.8 Termination of Service - Company Initiated (Cont'd.)

2.2.8.6 General

- 2.2.8.6.1. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
- 2.2.8.6.2. If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant property or service, service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to Company personnel, plant, property or service is occurring, or is likely, or
- 2.2.8.6.3 In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
- 2.2.8.6.4. In the event service is connected for a Customer who in indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.
- 2.2.8.6.5. Prohibited, unlawful or improper use of the facilities includes, but is not limited to:
 - 2.2.8.6.5.1 The use of facilities or service of the Company without payment of tariff charges;
 - 2.2.8.6.5.2. The use of profane or obscene language;
 - 2.2.8.6.5.3. The use of the service in such manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
 - 2.2.8.6.5.4. Permitting fraudulent use includes the use of facilities of the Company to transmit a message or locate a person otherwise to give or obtain information, without the payment of a toll charge.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service (Cont'd.)

2.2.8 Termination of Service - Company Initiated (Cont'd.)

2.2.8.6 General (Cont'd.)

2.2.8.6.6. Abandonment or Unauthorized Use of Facilities

2.2.8.6.6.1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate service.

2.2.8.6.6.2. In the event service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location.

2.2.8.6.6.2.1. No charge shall apply for the period during which service had been terminated, and

2.2.8.6.6.2.2. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service (Cont'd.)

2.2.8 Termination of Service - Company Initiated (Cont'd.)

2.2.8.6 General (Cont'd.)

2.2.8.6.7. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance to the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.2.8.6.8. Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service (Cont'd.)

2.2.9. Special Services

2.2.9.1. General

2.2.9.1.1. The rates and charges quoted in the Tariffs of the Company contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Company's applicable Tariffs, monthly rates and one-time charges, such as nonrecurring and construction charges, will apply based on the circumstances in each case.

2.2.9.1.2. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.

2.2.9.1.3. The rates and charges specified contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit completion during regular hours or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred.

2.2.9.1.4. The rates and charges quoted in the Tariffs of the Company contemplate the use of standard procedures and practices for furnishing service, equipment and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals through the use of overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service (Cont'd.)

2.2.10. Termination Of Service

- 2.2.10.1. Initial Contract Period
 - 2.2.10.1.1. An initial contract period of one year will apply unless otherwise specified.
 - 2.2.10.1.2. Where service is disconnected and subsequently reestablished at the same location for the same or a different Customer, a new initial contract period will apply, whether or not the equipment has been removed.
 - 2.2.10.1.3. Where the provision of service requires unusual costs or involves special assemblies of equipment, or where the provision of service requires construction of facilities for possible short term use, the Company reserves the right to require an initial contract period longer than one year in addition to any construction charge that may be applicable.
- 2.2.10.2. Charges for Termination of Service
 - 2.2.10.2.1. Nonrecurring charges do not apply to disconnect service unless otherwise specified.
 - 2.2.10.2.2. After the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and payment of all charges due to the date of termination of the services.
 - 2.2.10.2.3. Prior to the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered. Cancellation notice requirements and termination liabilities will be specified in a written contract or service agreement.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.2 Establishing and Furnishing Service (Cont'd.)

2.2.10. Termination Of Service

2.2.10.3. Service Involving Unusual Cost

Where the provision of service requires construction of facilities for possible short term use, or involves unusual costs or special assemblies of equipment, the initial contract period and termination charge base will be determined by the Company in each individual case.

2.2.10.4. Termination Liability

Services provided via service agreements will be subject to Termination Liability.

2.2.10.4.1. Definitions

Minimum Service Period

When services are provided under a service agreement, a Minimum Service Period may be established. This would be the period of time that the 100% factor of the Termination Liability Charge would apply.

2.2.10.4.2. Complete Disconnect

If the Customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply. The termination charge will be determined on an individual case basis.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.3. Payment for Service

2.3.1. Customer Responsibility

The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.

2.3.2. Payment of Bills

2.3.2.1. Customers will either be billed directly by the Company or its intermediary, or charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable Customer.

2.3.2.2. Unless otherwise specified, all charges for Company-provided services, equipment and facilities, exclusive of usage or transaction sensitive charges, start the day after service is installed, continue through the day service is disconnected and are payable monthly in advance. Charges for usage or transaction related services are payable monthly except the Company reserves the right to require payment of such charges at more frequent intervals.

2.3.2.3. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.3.2.4. In the event a Customer is indebted to the Company for charges and services previously rendered in Alabama, or for service under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.

2.3.2.5. In the event that payment from a Customer is less than the total amount of all charges owing to the Company and the Customer does not specifically designate the manner in which he wishes to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner that the Company deems appropriate. If the Company bills for regulated and non-regulated services on the same bill, payments are applied to the regulated portion of the bill first unless otherwise specified by the customer.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.3. Payment for Service (Cont'd.)

2.3.2. Payment of Bills (Cont'd.)

2.3.2.6. Except as otherwise specified, where the rate to be charged for a particular service is determined by applying a percentage of similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.

2.3.2.7. The furnishing of services, equipment and facilities and any indebtedness resulting therewith shall not result in a lien, mortgage or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.

2.3.2.8. Service may be discontinued or refused to a Customer for the nonpayment of any regulated sum for service furnished in the State of Alabama or for the provision of facilities which also have been provided in Alabama.

2.3.2.9. Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least 15 days (measured from the date of mailing) will be given to the Customer advising the Customer of the amount due and the date by which the same must be paid. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all equipment from the Customer's premises. Suspension will not be made until at least 5 days after the second written notification has been mailed to the Customer and 15 days before the termination notice.

2.3.2.10. Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion that a payment is returned to the Company for reason of insufficient funds or closed account.

| | |
|-------------------------|----------------|
| | Maximum Charge |
| Returned Payment Charge | \$20 |

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.3. Payment for Service (Cont'd.)

2.3.2. Payment of Bills (Cont'd.)

2.3.2.11. Customers may have the following options as to the method of paying bills for Company provided service(s):

- At any Company payment depository location;
- If by U.S. Mail, by check or money order only;
- By any means acceptable to financial institutions and the Company.

2.3.2.12. Payments received by the Company on or before the due and payable date on the Customer's bill will be considered timely, provided the following billing information is remitted with payment:

- Customer's name;
- Customer's telephone number
- Customer's address;
- Customer's Account Code (if applicable);
- Customer's account type;
- Amount of payment;
- Other information as required by the service agreement.

2.3.2.13. Payments received by the Company after the due and payable date on the Customer's bill, but at least one day before the termination date on the suspension notice, may result in discontinuance of the Customer's service unless the following billing information is remitted with the payment:

- All of the items enumerated in 2.3.2.12., and
- The final payment date before discontinuance for nonpayment.
- Payment by the customer, as set out in 2.3.2.14., at a collection office of the Company shall not affect the Company's right during the day such payment is received to disconnect service for nonpayment, if such payment was unknown to the employee disconnecting service.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.3. Payment for Service (Cont'd.)

2.3.2. Payment of Bills (Cont'd.)

2.3.2.14. The Customer shall have the right of paying such delinquent account, which shall include any subsequent bill for service which has become delinquent, at any time prior to the actual disconnection of the Customer's service. The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely, as set forth in 2.3.2.12.. or, if the payment is not timely, the requirements of 2.3.2.13. have not been met. The customer making payment in accordance with 2.3.2.13. above will not, in case his service is disconnected following payment, the same day, be required to pay any reconnection charge. A reconnection charge may apply if the Company has certain knowledge that payment was made following disconnect. No service shall be cut off for nonpayment after 3.30 p.m. on the day immediately proceeding a day or days when the Company's office will be closed.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)**2.3. Payment for Service (Cont'd.)****2.3.3. Late Payment Charges**

2.3.3.1.1. Customer bills for telephone service are due on the due date specified on the bill. A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill.

2.3.3.1.2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of a Customer. Notice of intention to pay late will not avoid this charge.

2.3.3.1.3. The late payment charge does not apply to the following:

- Bills mailed more than ten days after bill date.
- Final bills.
- One time miscellaneous bills.
- Billed amounts under dispute that are resolved to the Company's satisfaction in the Customer's favor.
- To government agencies of the State of Alabama.

2.3.3.1.4. The Company is entitled to recover from the Customer the Company's cost of collection including reasonable attorney fees.

2.3.4. Adjustment of Charges**2.3.4.1. Interruptions**

2.3.4.1.1. For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits or other network and/or switching capacity shortages or as further defined.

2.3.4.1.2. The credit allowance will not apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the Tariff or as further defined.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.3. Payment for Service (Cont'd.)

2.3.4. Adjustment of Charges (Cont'd.)

2.3.4.1. Interruptions (Cont'd.)

2.3.4.1.3. No credit allowance shall be made for interruptions in service due to electric power failure where, by the provisions of this Tariff or as further defined; the Customer is responsible for providing electric power.

2.3.4.1.4. Should any such error, mistake, omission, interruption, failure, delay, defect or malfunction of equipment or facilities result in an interruption or failure of jurisdictional service to a Customer for more than eight hours during a continuous 24-hour period after being reported by the Customer or discovered by the Company, whichever occurs first, an appropriate adjustment shall be made automatically by the Company to the Customer's bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of 1/30 of the tariff monthly rate for all jurisdictional services and facilities affected by such interruption or failure for each occurrence of more than eight hours in a continuous 24-hour time period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.

2.3.4.1.5. In addition and not by way of limitation, in the event that there is a delay in installation of service, if any service date is promised, or any failure to service or properly maintain the items of service as provided for herein concerning maintenance or any failure to repair or replace the items of service as provided in 2.3.4.1.4. then the refunds provided in 2.3.4.1.4. shall be the exclusive remedy against the Company.

2.3.4.1.6. Under all circumstances set forth above, the Company shall not be liable to the Customer or any other persons for special, incidental, punitive or consequential damages, losses, expenses, or costs, if any.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.4. Liability of the Company

2.4.1 Service Liabilities

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

In view of the fact that the Customer has exclusive control of its communications over the facilities furnished it by the Company, and of the other uses for which facilities may be furnished it by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

2.4.1.1. Limitations

2.4.1.1.1. Except as otherwise provided herein, no liability for direct, incidental punitive or consequential damages shall attach to the Company, its officers, directors, agents, servants or employees, for damages, injuries, or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service(s) or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or users of the service or facilities) in the absence of willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2.4.1.1.2. The sole and exclusive remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: The Company shall repair or replace any item of its facilities or defective part thereof at its expense. The Company shall have the option to decide whether to repair or to replace its facilities.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.4. Liability of the Company (Cont'd.)

2.4.1 Service Liabilities (Cont'd.)

2.4.1.2. Transmission

2.4.1.2.1. The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of which is present at a telephone or communications device.

2.4.1.2.2. The 9-1-1 emergency telephone number quickly summons emergency service in a crisis. When persons dial "9-1-1" to report an emergency, the telephone number (including non-published numbers) and address may be automatically displayed on a viewing screen located at the 9-1-1 answering centers and the call may also be recorded. The display of the calling number and address enables the emergency agency to quickly locate the caller if the call is disrupted by the crisis.

2.4.1.2.3. The 9-1-1 caller forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP. Telephone subscribers (published and non-published) consent to the storage and retention of the subscriber name, telephone number and address in the database management systems and also consent to access of this information by Public Agencies for the sole purpose of responding to emergency calls.

2.4.1.3. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright or trade secrets from the material transmitted over the Company's facilities, against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.4. Liability of the Company (Cont'd.)

2.4.1 Service Liabilities (Cont'd.)

2.4.1.4. Connections with other telecommunications providers When the facilities or services of other companies are used in establishing connections to points or services provided to Customers not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.

2.4.1.5. Defacement of Premises

The Company shall not be liable for any defacement of, or damage to, Customer's premises resulting from the existence of the Company's instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of the Company.

2.4.1.6. 9-1-1

The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.4. Liability of the Company (Cont'd.)

2.4.2. Maintenance and Repair

2.4.2.1. All ordinary expense of maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.

2.4.2.2. Nonrecurring charges do not apply to repair services.

2.4.3. Database Errors or Omissions

2.4.3.1. Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages for damages, injuries or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.5. Responsibilities of the Customer

2.5.1. Lost or Damaged Equipment

2.5.1.1. In the case of damage to, or destruction of, any of the Company's equipment, instruments, apparatus, accessories or wiring due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment, instruments, apparatus, accessories or wiring to its original condition, or of replacing the equipment, instruments, apparatus, accessories or wiring destroyed.

2.5.1.2. The Customer is required to reimburse the Company for loss, through theft of equipment, instruments, apparatus, accessories or wiring furnished to the Customer.

2.5.2. Building Space and Electric Power Supply

2.5.2.1. All operations at the Customer's premises will be performed at the expense of the Customer and will be required to conform to whatever rules and regulations the Company may adopt as necessary in order to maintain a proper standard of service.

2.5.2.2. The Customer is required to provide adequate building space, lighting and atmospheric control for the proper installation, operation and maintenance of the equipment and facilities placed by the Company on his premises.

2.5.2.3. When Company equipment, installed on the Customer's premises, requires power for its operation, the Customer is required to provide such power. The Customer is required to provide adequate commercial power, wiring, electrical outlets, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.

2.5.2.4. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company's personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's services.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)**2.5. Responsibilities of the Customer (Cont'd.)****2.5.2. Building Space and Electric Power Supply (Cont'd.)**

2.5.2.5. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and any service agreement between the Customer and the Company and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service.

2.5.3. Special Taxes, Fees, Charges

2.5.3.1. Rate schedules of the Company in Alabama do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.

2.5.3.2. A monthly surcharge to recover the additional expense related to any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes will be added to Customer bills for all recurring and nonrecurring rates and charges for all intrastate service except returned check charges and late payment charges.

2.5.3.3. Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 2 - GENERAL REGULATIONS - CONDITIONS OF OFFERING (CONT'D.)

2.6. Promotional Offerings

2.6.1. The Company, from time to time, may make promotional offerings of its services, subject to Commission approval, which may include waiving or reducing the applicable charges for the promoted services. Promotions will be filed as separate tariff sheets under this section 2.6. All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designed, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

2.6.1.1. Nonrecurring Charges

During specific promotional periods, the offer may be made to reduce nonrecurring charges on a non-discriminatory basis.

2.6.1.2. Recurring Rates and Charges

For the purpose of encouraging Customers to try different telecommunications services, the Company may offer promotional programs. The purpose of these programs is to waive or reduce recurring rates or charges to introduce present or potential Customers to the Company's product(s) or service(s) not currently being received by the Customer. The Company may also offer incentives or other benefits to Customers to encourage the purchase or retention of any such service or product. Any such offers will be made on a non-discriminatory basis but are subject to service and facility availability and are subject to Commission rule requirements and state statutes.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 3

This Section is Reserved for Future Use

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Issued By: Craig Donaldson, Senior Vice President – Regulatory Affairs
1601 Dry Creek Drive
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EMERGENCY COMMUNICATIONS SERVICES

SECTION 4

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EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES**5.1 Intelligent Emergency Network Service**

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

Intelligent Emergency Network Services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in their networks. Intelligent Emergency Network Services include 9-1-1 call routing and transfer services which use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy 9-1-1 selective router) for call completion to the appropriate PSAP. Intelligent Emergency Network Services provides further services of call bridging and post call activity reporting.

Intelligent Emergency Network 9-1-1 Routing includes a comprehensive data management and delivery service, ALI Management Services. ALI Management Services provide PSAPs more control over ALI data management with highly accurate data and superior reporting. ALI Management was developed specifically to allow Customers to optimize their 9-1-1 operations. ALI Management Services offers superior features such as “drill down” metric reporting capabilities for wireline, wireless, and VoIP 9-1-1 calls. The solution includes an easy to use web interface for data queries and MSAG management.

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

Intelligent Emergency Network Services may have further customers for the purpose of interconnection who are a Local Exchange Carrier (LEC), Wireless Services Provider (WSP), a Telematics-type service provider, VoIP Service Provider (VSP) or any other originating communications provider (voice and/or data) requiring aggregation and termination of calls and/or data information to the 9-1-1 network for the purpose of obtaining or delivering emergency services.

Intelligent Emergency Network Services are only available under contract with a minimum term agreement of one year.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES (CONT'D.)**5.1 Intelligent Emergency Network Service(Cont'd.)****5.1.1 9-1-1 Routing Service**

9-1-1 Routing Service is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 call routing operations. The Company's solution utilizes a fully redundant, secure network. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment than allow for continuous operation and high reliability. 9-1-1 Routing delivers emergency calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, 9-1-1 Routing also provides IP based call processing capabilities.

West Safety 9-1-1 Routing Service facilitates interoperability and allows for specialized management of different call types. The customer can designate, capture, and report on specific instructions for handling each call type:

Wireline: Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise private branch exchange (PBX) over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

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

VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider. VoIP Service Providers capable of providing calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service

EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES (CONT'D.)**5.1 Intelligent Emergency Network Service(Cont'd.)****5.1.2 9-1-1 Routing Service Features****A. Automatic Number Identification (ANI)**

Automatic Number Identification (ANI) is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by Intelligent Emergency Network 9-1-1 Routing and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

B. 9-1-1 Routing Options**Selective Routing**

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

Trunk Only Routing

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

Default Routing

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

PSAP Abandonment Routing

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

EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES (CONT'D.)

5.1 Intelligent Emergency Network Service(Cont'd.)

5.1.2 9-1-1 Routing Service Features, (Cont'd.)

C. 9-1-1 Transfer Options

Fixed Transfer

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

Selective Call Transfer

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

Manual Transfer

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

Alternate Routing

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

D. Call Event Logging

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

EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES (CONT'D.)**5.1 Intelligent Emergency Network Service(Cont'd.)****5.1.3 ALI Management Service****A. MSAG Management**

West Safety provides a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.

B. MSAG Build Services

West Safety acts as the facilitator with the addressing authority in the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) standards.

C. English Language Translation (ELT) Management

ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the E9-1-1 call. The requests are validated for accuracy and either updated into the database, or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer

D. Subscriber Record Management

Subscriber Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

E. ALI Database Updates

After processing and validating subscriber record updates, West Safety posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.

F. ANI/ALI Discrepancy Resolution

An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. West Safety will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES (CONT'D.)

5.1 Intelligent Emergency Network Service(Cont'd.)

5.1.3 ALI Management Service, (Cont'd.)

G. Misroute Resolution

An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. West Safety investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution.

H. No Record Found (NRF) Resolution

An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. West Safety will resolve or refer each NRF to the respective TSP for resolution.

I. Local Number Portability (LNP) Processing

West Safety supports LNP, which allows subscribers to switch from one TSP to another without changing their phone numbers.

J. ALI Delivery

ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

K. Data Support of Wireless and VoIP E9-1-1

West Safety's database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

L. ALI Metrics Reporting

West Safety provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES (CONT'D.)

5.1 Intelligent Emergency Network Service(Cont'd.)

5.1.4 9-1-1 Exchange Access

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

5.1.5 ALI Data Access Connections

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

5.1.6 Diverse Facility Routing

Where facilities exist and a Customer wishes to subscribe to such services, West Safety will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities.

Diverse routing is supplied to the extent made possible as determined by the availability of current facilities. Diversity at Customer locations and additions to existing facilities to obtain diversity, where feasible within E9-1-1 network and as determined by the respective facility provider, will be based upon the costs incurred by the respective facility provider and will be supplied upon customer request.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES (CONT'D.)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations

- 5.2.1** The Intelligent Emergency Network Service Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.
- 5.2.2** Intelligent Emergency Network Service is provided by the Company where facilities and operating conditions permit.
- 5.2.3** Intelligent Emergency Network Service is not intended to replace the local telephone service of the various public safety agencies which may participate in the use of this service.
- 5.2.4** Application for Intelligent Emergency Network Service must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.
- 5.2.5** Intelligent Emergency Network Service is provided solely for the benefit of the Customer operating the PSAP as an aid in handling assistance calls in connection with fire, police and other emergencies. The provision of Intelligent Emergency Network Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or legal entity other than the Customer.
- 5.2.6** The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES (CONT'D.)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

- 5.2.7** The rates charged for Intelligent Emergency Network Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Customer shall make such operational tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.
- 5.2.8** The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- 5.2.9** The Customer must furnish the Company its agreement to the following terms and conditions.
- A.** That all 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.
 - B.** That the Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 - C.** That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to their PSAP by calling parties.
 - D.** That the Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES (CONT'D.)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.10 When the ALI Management Service is provided, the Customer is responsible to:

- A.** Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.
- B.** Support the creation of a master address file for use in validating subscriber address information and application of appropriate jurisdictional responsibility.
- C.** Define the unique combinations of public safety agencies (police, fire, medical, etc) responsible for providing emergency response services in any specific geographic location.

5.2.11 When the 9-1-1 Routing feature is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 5.2.10.C. above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.

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

EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES (CONT'D.)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.13 The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of ALI Management Service:

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

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

 EMERGENCY COMMUNICATIONS SERVICES

SECTION 5 - EMERGENCY SERVICES (CONT'D.)**5.3 Intelligent Emergency Network Service Rates and Charges**

| | Nonrecurring Charge | Monthly Charge |
|------------------------------|------------------------|-------------------|
| 9-1-1 Routing | ICB | ICB |
| ALI Management Services | ICB | ICB |
| 9-1-1 Exchange Access Trunks | ICB | ICB |
| ALI Data Access Connections | ICB | ICB |
| Diverse Facility Routing | ICB | ICB |

Note:

1. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of E911 service to the Customer.
2. 9-1-1 Routing Service is only available in conjunction with ALI Management Services.
3. ICB pricing to be determined based upon unique service configuration requirements for each customer including, but not limited to, term of agreement, volume of subscribers served, and proximity of customer to company facilities.

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EMERGENCY COMMUNICATIONS SERVICES

SECTION 6 - SERVICE AREAS

6.1 Legal Descriptions and Maps

The Company hereby intends to provide its services in the State of Alabama.