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COMPETITIVE LOCAL EXCHANGE SERVICES

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*This tariff, Oklahoma Tariff No. 2, issued by West Safety Communications Inc.  
replaces in its entirety  
Telecommunications Services Tariff No. 1 issued by Intrado Communications Inc.*

COMPETITIVE LOCAL EXCHANGE SERVICES TARIFF

**TERMS, CONDITIONS, RATES AND CHARGES**

Applying to the provision of Intrastate

**TELECOMMUNICATIONS SERVICES**

Within the operating territory of

**WEST SAFETY COMMUNICATIONS INC.**

**IN THE STATE OF**

**OKLAHOMA**

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1601 Dry Creek Drive Longmont, CO 8050

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COMPETITIVE LOCAL EXCHANGE SERVICES

**CHECK SHEET**

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

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12	Original	*				20	Original	*
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16	Original	*						

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**SECTION 1 - APPLICATION AND REFERENCE**

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

**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 networks 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 Oklahoma service territory is comprised of the service territories of Southwestern Bell Telephone Company and Valor Telecommunications.
- 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 Location of Material**

1.2.1.1 Section 1 provides the following sections in this Tariff,

- Subject Index - an alphabetical listing to find the desired section.
- Table of Contents - a numerical listing to find the desired section and page.

1.2.1.2 Each individual section in the Tariff provides a Subject Index for the material located within that section,

1.2.1.3 Obsolete Service Offerings

Obsolete service offerings are identified in the Tariff by adding 100 to the current section number, i.e., obsolete items from Section 5, will be found in Section 105. This section is then filed behind Section 5.

**1.2.2 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  
2.1.1.1.1  
2.1.1.1.1.1

**1.2.3 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 sheets 14 and 15 would be 14.1.

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

**1.2 Tariff Format (Cont'd.)**

**1.2.4 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.

**1.2.5 Rate Tables**

Within rate tables, four types of entries are allowed;

- Rate Amount

The rate amount indicated 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,

**1.2.6 Check Sheets**

Check Sheets: When a tariff filing is made with the Oklahoma Corporation 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 Oklahoma Corporation Commission,

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

**1.3 Explanation of Change Symbols**

SYMBOL	EXPLANATION
(AT)	Added to text
(C)	A correction
(CP)	A change in practice
(CR)	A change in rate
(CT)	A change in text
(DR)	A discontinued rate
(FC)	Means a change in format lettering or numbering
(MT)	Moved text
(NR)	New Rate
(RT)	Removal of Text

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line which clearly shows the exact number of lines being changed,

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

**1.4 Explanation of Abbreviations**

ANI	Automatic Number Identification
ALI	Automatic Location Identification
CAMA	Centralized Automated Message Accounting
CO	Central Office
Cont'd	Continued
E9-1-1	Enhanced 9-1-1
ECN	Emergency Communications Network
FCC	Federal Communications Commission
ICB	Individual Case Basis
IP	Internet Protocol
1XC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
LNP	Local Number Portability
MSAG	Master Street Address Guide
NENA	National Emergency Number Association
NRF	No Record Found
NPA	Numbering Plan Area
pANI	Pseudo Automatic Number Identification
PBX	Private Branch Exchange
PRI	Primary Rate Interface
PSAP	Public Safety Answering Point
SS7	Signaling System 7
TDD	Telecommunications Device for the Deaf
TRS	Telecommunications Relay Services
TSP	Telephone Service Provider
VoIP	Voice over Internet Protocol
WSP	Wireless Service Provider

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

**1.5 Trademarks, Service Marks and Trade Names**

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

**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 Failure or Outage

A situation in which 9-1-1 calls cannot be transported from the end User to the Public Agency responsible for answering the 9-1-1 calls (usually a PSAP).

9-1-1 Service Provider

The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers, delivering the 9-1-1 calls to PSAPs using appropriate routing logic, and delivering emergency response information such as ANI and ALI.

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.

ALI Database

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

Authorized User

A person, firm, or corporation 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.

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

**2.1 Definition of Terms (Cont'd.)**

Basic Local Exchange Carrier

Any person holding a Certificate of Public Convenience and Necessity issued pursuant to the Oklahoma Corporation Commission Rules to provide basic local exchange service whether as a facility-based carrier or as a reseller.

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.

Call Bridging

The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added.

Call Transfer

The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.

Central Office (CO)

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

Commission

The Oklahoma Corporation Commission

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

**2.1 Definition of Terms (Cont'd.)**

Common Carrier

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

Company

Refers to West Safety Communications Inc.

Customer

A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this tariff and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

Demarcation Point

The point of interconnection between the Company's facilities and terminal equipment, protective apparatus or wiring at the Customer premises.

Duplex Service

Service which provides for simultaneous transmission in both directions.

**E9-1-1** (Enhanced 9-1-1) - An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

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

**2.1 Definition of Terms (Cont'd.)**

**E9-1-1 Emergency Service** - A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this tariff, E9-1-1 Emergency Service does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

**E9-1-1 Selective Router Trunk**

A trunk from an E9-1-1 Selective Routing Tandem capable of transmitting the ANI associated with the caller's local exchange line. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Routing Tandem and a PSAP, or between E9-1-1 Selective Routing Tandems; the latter configuration is also known as an inter-Selective Router Trunk.

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

The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.

**E9-1-1 Trunks**

The trunks that connect from the End Office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Routing Tandem.

**Emergency Service Number (ESN)**

An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

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

All 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.

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

**2.1 Definition of Terms (Cont'd.)**

Facilities

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

Governing 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 state or the board of directors of a special district that oversees the PSAP(s) within the Governing Body's jurisdiction.

Holidays

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.

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

**2.1 Definition of Terms (Cont'd.)**

Joint User

A person, firm or corporation designated by the Customer as a user of service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Local 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 Carrier

Any person holding a Certificate of Public Convenience and Necessity issued pursuant to Oklahoma Rules to offer local exchange telecommunications services whether as a facility-based carrier or as a reseller.

Local Exchange Service

The furnishing of telecommunications services by a Local Exchange Carrier to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling.

Master Street Address Guide (MSAG)

A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 calls.

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,

Minimum Point of

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

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.

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

**2.1 Definition of Terms (Cont'd.)**

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.

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

The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Person

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

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

**2.1 Definition of Terms (Cont'd.)**

Premises

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

Private Branch Exchange (PBX) Service

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.

Protector

An electrical device located in a central office, a Customer premises or anywhere 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.

Pseudo Automatic Number Identification (pANI)

A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

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.

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

**2.1 Definition of Terms (Cont'd.)**

Public Safety Answering Point (PSAP)

A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider. PSAPs operate under the direction of the governing body and are responsible to direct the disposition of 9-1-1 calls,

Recurring Charges

The charges to the Customer for services, facilities and equipment that continue to be assessed, usually on a monthly basis, for the agreed upon duration of the service.

Selective Routing

The routing of an E9-1-1 call from an E9-1-1 Selective Router Tandem to a designated PSAP based upon the seven-digit or ten-digit telephone number associated with the caller dialing 9-1-1.

Selective Routing Tandem

See "E9-1-1 Tandem".

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

**2.1 Definition of Terms (Cont'd.)**

Service Interruption

The inability to complete calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.

Service Order Agreement (SOA)

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

TDD/Text Phone

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

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

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

Telecommunications Relay Services (TRS)

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

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COMPETITIVE LOCAL EXCHANGE SERVICES

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

**2.1 Definition of Terms (Cont'd.)**

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 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

West Safety Communications Inc., issuer of this tariff.

Wire Center

The building that houses the local switching equipment (central offices) from which exchange and private line services are furnished and where cable facilities are terminated that 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,

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**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 the 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,

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**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.

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**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. 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.

**2.2.6. Reserve d for Future Use**

**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.

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

**2.3. Termination Of Service - Company Initiated**

The Company may terminate service, with notice, due to:

**2.3.1. Nonpayment**

2.3.1.1. The Company may, by notice in writing to the Customer, in accordance with paragraph 2.6.2.9. suspend or terminate the service for nonpayment of any sum due the Company greater than fifty dollars (\$50.00).

2.3.1.2. Exception: The Company may not use its purchase of a Customer's indebtedness, i.e., the accounts receivable from another telecommunications service provider as a basis to deny or discontinue providing its services to that Customer.

2.3.1.3. Residential service cannot be suspended or disconnected for failure to pay a bill for a business service. Business service cannot be suspended or disconnected for failure to pay a bill for a residence service. Local exchange service shall not be denied or terminated for nonpayment of non-regulated services or disputed charges in accordance with OAC 165:55-9-5, OAC 165:55-11-6, or OAC 165:55-19-3.

**2.3.2. Abandonment**

In the event of the abandonment of the service of the Company may terminate its service.

**2.3.3. Abuse**

Use of service that interferes with another Customer's service or that is *used for any* purpose other than its express intended purpose, or if a Customer or user causes *or* permits any signals or voltages to be transmitted over the Company's network in such a manner as to cause a hazard or to interfere with services to other Company Customers.

**2.3.4. Fraud**

Abuse or fraudulent use of service 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, *The* Company reserves the right to discontinue or refuse service because of fraudulent use of its service,

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

**2.3. Termination Of Service - Company Initiated (Cont'd.)**

**2.3.5. Unlawful Use of Service**

The service is furnished *subject* to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its jurisdiction, advising that such service is being used or will be used in violation of law, service will be discontinued.

**2.3.6. Violation of Tariff**

Any other violation of the regulations of the Company or this Tariff, the Company may in its sole discretion, without notice, either suspend service or terminate the service without suspension.

**2.3.7 Restrictions on Termination of Local Exchange Service**

2.3.7.1 Unless the customer affected has consented in writing, local exchange service shall not be terminated on any Friday after twelve noon or on any Saturday, Sunday, legal holidays recognized by the State of Oklahoma, or after twelve noon on any day immediately before any legal holiday, or at any time when the Company's business offices are not open for business, except as authorized by the Commission. Local exchange services may be terminated only between the hours of 8:00 and 4:00 p.m.

2.3.7.2 For local exchange service, the Company shall have personnel available after the time of termination that are authorized to reconnect service if the conditions cited as grounds for termination are corrected to the Company's satisfaction. Customers may be asked to pay reconnection fees before restoration of service. I

2.3.7.3 Except as authorized by order of the Commission, local exchange service shall not be terminated for failure to pay amounts in dispute while a complaint over that local exchange service filed pursuant to Commission Rule is pending before the Commission or while a case placing at issue payment for that local exchange service is pending before a court in the State of Oklahoma.

2.3.7.4 At least twenty-four (24) hours before actual termination, the Company will diligently attempt to contact the customer affected to apprise the customer of the proposed action and steps to take to avoid or delay termination.

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

**2.4. Special Services**

**2.4.1. Special Services - General**

- 2.4.1.1. 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.
- 2.4.1.2. 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.
- 2.4.1.3. 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.
- 2.4.1.4. 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.

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

**2.5. Termination of Service - Customer Initiated**

**2.5.1. Initial Contract Period**

- 2.5.1.1. An initial contract period of one year will apply unless otherwise specified,
- 2.5.1.2. Where service is disconnected mid 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.
- 2.5.1.3. 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.

**2.5.2. Charges For Termination Of Service**

- 2.5.2.1. Nonrecurring charges do not apply to disconnect service unless otherwise specified.
- 2.5.2.2. 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, consistent with the Customer's written contract for service.
- 2.5.2.3. 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, consistent with the Customer's written contract for service.

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

**2.5. Termination of Service - Customer Initiated (Cont'd.)**

**2.5.3. 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.

**2.5.4. Termination Liability**

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

2.5.4.1. 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,

2.5.4.2. 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 consistent with the Customer's written contract for service.

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

**2.6. Payment for Service**

**2.6.1. 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.

**2.6.2. Payment of Bills**

2.6.2.1.. 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.

2.6.2.2. 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.

2.6.2.3. 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 consistent with the Customer's written contract for service. For t1-As purpose, every month is considered to have 30 days.

2.6.2.4. In the event a Customer is indebted to the Company for charges and services previously rendered in Oklahoma, or for service under one or more counts 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.

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

**2.6. Payment for Service (Cont'd.)**

**2.6.2. Payment of Bills (Cont'd.)**

2.6.2.5. Reserved for Future Use

2.6.2.6. 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.

2.6.2.7. 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,.

2.6.2.8. New service may be refused for the nonpayment of any sum for service furnished in the State of Oklahoma or for the provision of facilities which also have been provided in Oklahoma.

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

**2.6. Payment for Service (Cont'd.)**

**2.6.2. Payment of Bills (Cont'd.)**

2.6.2.9. Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, the Company will provide at least ten (10) days from the date of mailing written notice to Customer, Notice shall be deemed given to the Customer three (3) business days after mailing by the Company, The written notice of intent to terminate exchange service will contain:

- The words "NOTICE OF DISCONNECTION" or words with the same meaning, in print type larger than the print type of the notice text;
- The name and address and the telephone number of the Customer;
- A statement of the reason(s) for the proposed disconnection of service;
- The date on or after which service will be disconnected unless appropriate action is taken;
- The Company's telephone number for use by the Customer to make inquiries;
- The approved charges for reconnection;
- A statement that the Customer must contact the Company regarding the disconnection prior to contacting the Commission's Consumer Services Division;
- The address and telephone number of the Commission's Consumer Services Division;
- The services that are being disconnected;
- A statement of how a Customer may avoid the disconnection of service, including a statement that the Customer must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company; and
- A statement that informs the Customer where payments may be made or how to obtain a listing of authorized payment agencies.

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

**2.6. Payment for Service (Cont'd.)**

**2.6.2. Payment of Bills (Cont'd.)**

2.6.2.10. 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

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

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

2.6.2.12. 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 and the payment is received within 30 days of the due date:

- 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.

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

**2.6. Payment for Service (Cont'd.)**

**2.6.2. Payment of Bills (Cont'd.)**

2.6.2.13. 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 2.6.2.11, and
- The final payment date before discontinuance for nonpayment.

2.6.2.14. 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 2.6.2.12. or, if the payment is not timely, the requirements of 2.6.2.13. have not been met.

2.6.2.15. The billing due date will be at least fifteen (15) days from the bill date (or twelve (12) days after mailing or delivery, if bills are mailed or delivered more than three (3) days after the billing date.)

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

**2.7. Late Payment Charge's**

- 2.7.1.** 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 unless the balance is \$50.00 or less.
- 2.7.2.** 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.
- 2.7.3.** 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.
- 2.7.4.** The Company is entitled to recover from the customer the Company's cost of collection including reasonable attorney fees.

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

**2.8. Adjustment of Charges**

**2.8.1. Interruptions**

- 2.8.1.1. 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.
- 2.8.1.2. 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.
- 2.8.1.3. 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.
- 2.8.1.4. 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, except for residence and small business local exchange service and 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.
- 2.8.1.5. 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 2.8.1.4, then the refunds provided in 2.8.1.4 shall be the exclusive remedy against the Company,

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

**2.8. Adjustment of Charges (Cont'd.)**

**2.8.1. Interruptions Cont'd.)**

2.8.1.6. 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.

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

**2.9. Liability of the Company**

**2.9.1. 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.

The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

In view of the fact that the Customer has exclusive control of their communications over the facilities furnished them by the Company, and of the other uses for which facilities may be furnished them 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.

**2.9.2. Limitations**

2.9.2.1. 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 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.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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

**2.9. Liability of the Company (Cont'd.)**

**2.9.2. Limitations (Cont'd.)**

2.9.2.2. 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.

**2.9.3. Transmission**

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

2.9.3.2. In the case of Emergency Services offered by the Company, 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.

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

**2.9. Liability of the Company (Cont'd.)**

**2.9.3. Transmission (Cont'd.)**

2.9.3.3 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 libel, slander, or infringement of copyright or trade secrets from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems; (2) 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 (3) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 9-1-1 Emergency Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Services hereunder, or (4) arising out of any act or omission 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.

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

**2.9. Liability of the Company (Cont'd.)**

**2.9.4. 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,

**2.9.5. 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,

**2.9.6 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".

**2.10. Maintenance and Repair**

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

**2.10.2.** Nonrecurring charges do not apply to repair services.

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

**2.11. Database Errors or Omissions**

**2.11.1.** 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.

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

**2.12. Responsibilities of the Customer**

**2.12.1. Lost or Damaged Equipment**

2.12.1.1. 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.

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

**2.13. Building Space and Electric Power Supply**

**2.13.1.** 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.

**2.13.2.** 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.

**2.13.3.** 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.

**2.13.4.** 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.

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

**2.13. Building Space and Electric Power Supply (Cont'd.)**

**2.13.5.** The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into ICT'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 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.

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

**2.14. Special Taxes, Fees, Charges**

- 2.14.1** Rate schedules of the Company in Oklahoma do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.
- 2.14.2.** The amount paid by the Company to a municipality as a cost of doing business within that municipality under a franchise, or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the Company's Customers within such municipality for the privilege of employment within the municipality shall be so surcharged.
- 2.14.3.** The Company shall surcharge municipal levies throughout the State in a uniform manner. Within the first fifteen days following the end of each quarter (i.e., January 15, April 15, July 15 and October 15), the Company will compute the amount of revenue billed for each municipality during the previous three months. The Company will then develop a surcharge factor by dividing the amount of the previous quarter's municipal levy by the previous quarter's service revenue. The resulting surcharge factor will then be applied uniformly to each Customer's service revenue in the next three months' billing periods, and the amount thus derived will constitute the portion of the total municipal levy surcharged to each individual Customer in that municipality.

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

**2.15. Promotional Offerings**

**2.15.1. Nonrecurring Charges**

During specific promotional periods, the offer may be made to reduce nonrecurring charges on a non-discriminatory basis. Each such offer shall be briefly described in a sequentially numbered informational letter to the Commission on seven days notice,

**2.15.2. 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 West Safety Communications Inc. 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.

**2.15.3. Promotional offerings of the Company will comply with the requirements of OAC 165:55-5-10.2.**

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

**2.16 Customer Bills**

**2.16.1** Customer bills will be issued on a regular basis. Bills will comply with applicable Commission rules and will contain the following information:

- The name of the telecommunications service provider;
- The billing date;
- The time period covered by the bill;
- The due date of the bill;
- Any amounts transferred from another account;
- Any amounts past due;
- Any payments or credits applied to the customer's account since the last bill;
- The total amount due;
- The mailing address(es) or toll-free telephone number(s) available to customers in the service territory for answering inquires about telephone services billed-;
- An itemization of all non-recurring charges; and
- An itemization of recurring charges that include mileage, or zone charges, charges for optional features, equipment leases, governmentally imposed taxes, surcharges or subscriber line charges or other miscellaneous billing charges pursuant to Commission Rule.

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**3. THIS SECTION IS RESERVED FOR FUTURE USE**

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**SECTION4 - SERVICE CHARGES AND SURCHARGES**

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

	<u>Base Charge</u>	<u>Additional Charge</u>
Service Charge for Premises Visit:		
Initial 15 minutes or fraction thereof	\$21.25	\$32.50
Each additional 15 minutes or fraction thereof	\$21.25	\$32.50
Changes to Customer Definable Features		
First three (3) requests during a calendar month:	No Charge	NA*
Fourth (4 <sup>th</sup> ) and succeeding request during a calendar month:	\$50.00	NA
Moves of Existing Service:	ICB	NA
Record Order Change:	\$50.00	NA

Notes:

1. Service Charges for Premises Visits apply to visits to the Customer's Premises by a Company employee, agent or contractor when the service difficulty or trouble report that initiated the visit results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
2. The Base Charge for Premises Visits is calculated on quarter hourly rate, with a two (2)-hour minimum, including travel time, during normal business hours (8:00am - 5:00pm local time, Monday through Friday). Additional charges will be based on the higher quarter hourly rate that applies for each quarter hour, or fraction thereof, that a Company employee, agent or contractor spends at the Customer's Premises outside of normal business hours, or during weekends or holidays. The two (2)-hour minimum, including travel time, at the higher quarter hourly rate, applies to Premises Visits that begin before or after normal business hours and on weekends and holidays.
3. Charges for Changes to Customer Definable Features include, but are not limited to, requests for changes to Customer 9-1-1 Routing Service Features. Charges apply based on the number of requests for changes, not the number of changes per request.
4. ICB rates for Moves of Existing Service will be determined based upon the unique circumstances of each Customer.
5. Record Order Change applies to Customer-initiated requests that involve changes in Company records.

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**SECTION 5 - SERVICES**

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**SECTION 5 – SERVICES (CONT'D.)**

**5.1 9-1-1 Emergency Services**

9-1-1 Emergency 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.

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

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

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

9-1-1 Emergency Services are only available under contract with a minimum term agreement of one (1) year.

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**SECTION 5 – SERVICES (CONT'D.)**

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

**5.1.1 9-1-1 Routing Service**

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

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

**Wireline:** Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise 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.

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**SECTION 5 – SERVICES (CONT'D.)**

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

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

A. 9-1-1 Routing Service Features

1. Automatic Number Identification (ANI)

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

2. 9-1-1 Routing Options

**Selective Routing**

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

**Trunk Only Routing**

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

**Default Routing**

When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the 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.

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**SECTION 5 – SERVICES (CONT'D.)**

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

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

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

3. 9-1-1 Transfer Options

Fixed Transfer

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

Selective Call Transfer

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

Manual Transfer

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

Alternate Routing

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

4. Call Event Logging

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

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**SECTION 5 – SERVICES (CONT'D.)**

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

**5.1.2 9-1-1 ALI Services**

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

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**SECTION 5 – SERVICES (CONT'D.)**

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

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

- G. **Misroute Resolution**  
An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. 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 Customers 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**  
Company database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.
- L. **ALI Metrics Reporting**  
West Safety provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

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**SECTION 5 – SERVICES (CONT'D.)**

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

**5.1.3 9-1-1 Exchange Access**

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

**5.1.4 ALI Data Access Connections**

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

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**SECTION 5 – SERVICES (CONT'D.)**

**5.2 9-1-1 Emergency Services Rules & Regulations**

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

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**SECTION 5 – SERVICES (CONT'D.)**

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

- 5.2.8.** The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- 5.2.9.** The Customer must furnish the Company its agreement to the following terms and conditions.
- A. All 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.
  - B. The Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
  - C. The Customer will develop an appropriate method for responding to calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
  - D. The Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.
- 5.2.10.** When 9-1-1 ALI Services are provided, the Customer is responsible to:
- A. Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.
  - B. Support the creation of a master address file for use in validating user address information and application of appropriate jurisdictional responsibility.
  - C. Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location.
- 5.2.11.** When the 9-1-1 Routing is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 5.2.10.C above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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**SECTION 5 – SERVICES (CONT'D.)**

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

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

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

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

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**SECTION 5 – SERVICES (CONT’D.)**

**5.3 9-1-1 Emergency Services Rates and Charges**

	<u>Nonrecurring Charge Per PSAP</u>	<u>Rate Per Person Per PSAP</u>
9-1-1 Routing Service & 9-1-1 ALI		
Tier I	\$25,000.00	\$0.0873
Tier II	\$25,000.00	\$0.0732
Tier III	\$25,000.00	\$0.00727
Tier IV	\$25,000.00	\$0.0723
Tier V	\$25,000.00	\$0.0718
	<u>Nonrecurring Charge Per Trunk or Connection</u>	<u>Monthly Rate Per Trunk or Connection</u>
9-1-1 Exchange Access Trunks	ICB	ICB
ALI Data Access Connections	ICB	ICB

Notes:


1. Tiers are based on the number of persons served per PSAP located within the boundaries of a Customer's E9-1-1-System:
  - Tier I: Less than 18,500 Persons Served per PSAP
  - Tier II: 18,500 to 30,000 Persons Served
  - Tier III: 30,001 to 50,000 Persons Served
  - Tier IV: 50,001 to 100,000 Persons Served
  - Tier V: More than 100,000 Persons Served
2. Persons Served per PSAP is calculated by taking the county population as estimated by the U.S. Census Bureau data (<http://www.census.gov/popest/counties/>), and dividing by the number of PSAPs in the county served by the Company (number of PSAPs includes primary, secondary and backup PSAPs). For example: if a county's population is 90,000, and the Customer has two PSAPs (one primary and one backup) to which the Company provides service, persons served per PSAP for that Customer is 45,000 (90,000 ÷ 2 = 45,000); i.e., Tier III, and the monthly charge Customer will pay will be \$6,543.00 (45,000 person per PSAP x \$0.0727 x 2 PSAPs = \$6,543.00). For Customers with PSAPs that serve an area that crosses county boundaries, or encompasses only a portion of a county, the number of persons served will be determined based on a percentage of area served in each county. The number of persons served is subject to annual review and sizing using the most recent U.S. Census Bureau data.
3. Additional charges may apply for other Local Exchange Services under this tariff or by other local exchange carriers in connection with the provisioning of E9-1-1 service to the Customer.
4. 9-1-1 Routing Service and 9-1-1 ALI Service are provided as a package. Customer requests to obtain these services separately will be handled individually.
5. Rates for 9-1-1 Exchange Access Trunks and ALI Data Access Trunks will be determined individually. Exchange Access and ALI Data Access rates are dependent upon the unique service configuration required for each customer. Factors used to determine individual Customer's rates for Exchange Access and ALI Data Access include, but are not limited to: number of persons served by Customer; proximity of Customer to Company facilities; equipment at Customer's Premises; and availability of adequate facilities in Customer's service area.

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**SECTION 5 – SERVICES (CONT'D.)**

**5.4 Reserved for Future Use**

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**SECTION 5 – SERVICES (CONT'D.)**

**5.5 Business Local Exchange Service (BLES)**

**5.5.1 Description**

- A. Business Local Exchange Service provides the Customer with a single, touch-tone, dual tone multi-frequency, voice-grade telecommunications service for access to the public switched telecommunications system (PSTN) to place or receive one call at a time. Lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.
- B. BLES is available to government and quasi-government public safety agency business Customers who subscribe to a minimum of four (4) lines.
- C. BLES is available only on a monthly flat-rate basis. Business Local Exchange Service is not available on a measured basis.
- D. Business Local Exchange Service will be provided, subject to availability of facilities and equipment, including but not limited to billing and technical capabilities, in areas currently served by the Incumbent Local Exchange Carriers (ILECs).
- E. Subject to availability, Business Local Exchange Service gives Customers the ability to:
  - Access 911/E911 emergency services where available;
  - Access the interexchange long-distance services;
  - Access operator services;
  - Access Directory assistance services;
  - Place or receive calls to toll-free telecommunications services such as 800/888 telephone numbers;
  - Access Telecommunication Relay Service by dialing 7-1-1;
  - Access to 2-1-1 service, where available
  - Access other services authorized by the State Commission and the Federal Communications Commission.
- F. Basic Local Exchange Service cannot be used to originate calls to caller-paid information services (e.g. 900, 976, 700 numbers). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Access to informational services numbers will be unblocked without charge at Customer's request; however, Customer will be responsible for all charges associated with caller-paid information services.

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**SECTION 5 – SERVICES (CONT'D.)**

**5.5 Business Local Exchange Service (BLES) (Cont'd.)**

**5.5.2 Rates and Charges**

BLES rates shown below consist of a one-time (nonrecurring) charge, a monthly charge per line, and an un-timed, flat rate, per call usage charge for each call placed within the local calling and extended calling service area of the ILEC serving the geographical area within which the Customer is located.

	<u>Nonrecurring</u> <u>Per Line</u>	<u>Monthly</u> <u>Per Line</u>	<u>Usage</u> <u>Per Call Per Line*</u>
Flat Rate	\$150.00	\$52.00	\$0.11

- A. Per Call charges will not be applied to Customer originated calls until answer supervision is detected. A call is considered terminated when either party breaks the connection.
- B. Per Call charges do not apply to calls that are unanswered or when a Customer receives a busy signal.

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**SECTION 5 – SERVICES (CONT'D.)**

**5.5 Business Local Exchange Service (BLES) (Cont'd.)**

**5.5.3 Business Local Exchange Optional Calling Features**

Optional Calling Features are services offered as additions to BLES.

A. Optional Call Features Descriptions

1. Call Forwarding: Allows the Customer to automatically transfer all incoming calls to a telephone number at another local or toll location.
2. Call Waiting: Permits the Customer engaged in a call to receive a tone signal indicating a second call is waiting and, by operation of the switchhook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switchhook, but a three-way conference cannot be established.
3. Caller ID with Name and Number: Displays the name and telephone number of an incoming call on a specially designed telephone or device that the Customer attaches to their existing telephone. Obtaining and maintaining the display device is the responsibility of the Customer.
4. Three-Way Calling: Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

B. Rates - Optional Call Features

<u>Feature</u>	<u>Nonrecurring Charge</u>	<u>Per Month Per Line</u>
Call Forwarding	\$30.00	\$10.50
Call Waiting	\$30.00	\$10.50
Caller ID with Name & Number	\$30.00	\$21.50
Three-Way Calling	\$30.00	\$11.50

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**SECTION 5 – SERVICES (CONT'D.)**

**5.5 Business Local Exchange Service (BLES) (Cont'd.)**

**5.5.4. Business Local Exchange Service Supplementary Services**

A. Directory Assistance

1. BLES may obtain Directory Assistance to determine telephone numbers of that are listed in Company's directory assistance records.
2. A maximum of two (2) requested telephone numbers will be provided for each Directory Assistance call.
3. The Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished, and the customer shall indemnify and save the Company harmless against all claims (including costs and reasonable attorneys' fees) that may arise from the use of such information.
5. Directory Assistance - Rates and Charges

	<u>Rate Per Call</u> <sup>Note</sup>
Directory Assistance	\$1.00

Note: Two (2) telephone numbers may be requested per directory assistance call without incurring another Directory Assistance Service charge.

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**SECTION 5 – SERVICES (CONT'D.)**

**5.5 Business Local Exchange Service (BLES) (Cont'd.)**

**5.5.4. Business Local Exchange Service Supplementary Services**

**B. Local Operator Service**

1. Local Operator Services, available to presubscribed BLES Customers where billing and technical facilities exist, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call usage rate, an additional service charge will apply. The types of calls handled are as follows:

- Customer Dialed Calling/Credit Card Call – This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card.
- Operator Assisted – This charge applies in addition to usage charges for non-Person-to-Person calls are completed with the assistance of an operator, including but not limited to, billed collect, billed to a third party, deposit of coins in a pay telephones, or by some method other than a Calling Card or Commercial Credit Card.
- Person to Person – Person-to-Person service charges apply when the calling party specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX attendant.
- Operator Dialed Surcharge – This charge applies in addition to other applicable operator charges when the customer requests that the operator dial the called number.

2. Local Operator Service - Rates and Charges

<u>Local Operator Services</u>	<u>Service Charge</u>
	<u>Per Call</u>
Calling Card	\$0.85
Operator Assisted	\$2.50
Person-to-Person	\$3.95
Operator Dialed Surcharge	\$0.80

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**SECTION 5 – SERVICES (CONT'D.)**

**5.5 Business Local Exchange Service (BLES) (Cont'd.)**

**5.5.4. Business Local Exchange Service Supplementary Services**

C. Directory Listing Service

Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier in accordance with the incumbent's listing service tariff schedule, subject to availability of such listing service to Company's Customers. Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this tariff.

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**SECTION 5 – SERVICES (CONT'D.)**

**5.6 Access Service**

Company will provide Access Service to Customers who obtain Business Local Exchange Service from the Company under this tariff.

**5.6.1 Description**

- A. Access Service provides for the use by a BLES Customer of what is commonly referred to an End User Common Line (EUCL). Use of EUCL by a Customer is for access to services like MTS/WATS-type, operator-DDD, operator-person, collect, third number, credit card, Toll Free Code, NPA + 555 + 1212 service, 900 Service, INWATS Service, and other similar service arrangements.
- B. Use of EUCL by Customer under this tariff will be provided when the Customer obtains Business Local Exchange Service from Company.
- C. All terms and conditions as set forth in Section 2 of this tariff apply to Access Service Customers.

**5.6.2 Temporary Suspension of Service**

If Customer terminates or suspends the Business Local Exchange Service which is associated with the EUCL, the EUCL is also terminated or suspended, whichever is applicable.

**5.6.3 Access Service - Rates and Charges**

<u>Access Service</u>	<u>Monthly Rate per BLES Line</u>
	<u>\$6.50</u>

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**SECTION 5 – SERVICES (CONT'D.)**

**5.7 Telecommunications Relay Service**

**5.7.1 General**

Title IV of the Americans With Disabilities Act of 1990 (ADA) §225 of the Communications Act of 1934, as amended, 47 U.S.C. §151 et seq and §§64.601-64.608 of the Code of Federal Regulations, requires that each common carrier that provides telephone voice transmission services shall, provide telecommunications relay service (TRS).

**5.7.2 Description**

TRS provides communications between individuals with a hearing or speech impairment and another individual who may not have such an impairment.

TRS includes centers staffed by Communication Assistants who relay conversations between users of a Text Telephone (TTY) or other non-voice communications device and users of voice terminal equipment. Unless otherwise required by law, these Communications Assistants shall not disclose the content of any relayed conversation.

**5.7.3 Accessibility**

TRS is accessible by dialing the three-digit number “7-1-1”.

**5.7.4 Rates and Charges**

A. The cost of providing TRS service is recovered by assessing a monthly uniform monthly fee that is be applied to each BLES line in addition to the basic monthly rate for BLES specified in Section 5.5.2.

B. Monthly Fee

West Safety Communications Inc. concurs in Southwestern Bell Telephone Company’s Telecommunications Relay Service rate, as set forth in the Southwestern Bell Telephone Company General Exchange Tariff for Oklahoma.

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