

COLORADO TELECOMMUNICATIONS TARIFF  
OF  
**BRESNAN BROADBAND OF COLORADO, LLC\***

LOCAL INTERCONNECTION SERVICE  
FOR BUSINESS CUSTOMERS

This tariff (“Tariff”) contains the descriptions, regulations, and rates applicable to the furnishing of local interconnection services provided by Bresnan Broadband of Colorado, LLC within the State of Colorado. This tariff is on file with the Colorado Public Utilities Commission (PUC). Copies may be inspected during normal business hours at the PUC or at 12405 Powerscourt Drive, St. Louis, MO 63131 or on Charter’s website at [www.spectrum.com](http://www.spectrum.com), “Terms of Service/Policies,” “Charter Competitive Telephone Tariffs ”

**\*A Charter Communications Company**

**CHECK SHEET**

The pages listed below, which are inclusive 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 indicated above.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1 (Title Sheet)	Original	24	Original	47	Original
2	1 <sup>st</sup> Revised *	25	Original	48	Original
3	Original	26	Original	49	Original
4	Original	27	Original	50	Original
5	Original	28	Original	51	Original
6	Original	29	Original	52	Original
7	Original	30	Original	53	Original
8	Original	31	Original	54	1 <sup>st</sup> Revised *
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21	Original	44	Original		
22	Original	45	Original		
23	Original	46	Original		

\*New/Revised this filing

\*\*Pending this filing

Advice Letter No. 23

Effective Date: May 21, 2019

Decision Nos.

Issued By: Betty Sanders – Vice President - Regulatory  
12405 Powerscourt Drive, St Louis, MO 63131

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**Explanation Of Symbols**

- (C) Change in text due to a changed regulation, term, or condition, which does not affect rates.
- (D) Deleted or discontinued rate, regulation, term, condition or material.
- (I) To signify a change resulting in an increase to a rate.
- (M) Material moved from or to another part of the utility's tariff; a footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes.
- (N) New material, including new products, rates, terms, or conditions.
- (R) To signify a change resulting in a reduction to a rate.
- (T) Change in text but no change to rate, term, condition or charge.

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**Tariff Format**

- A. **Sheet Numbering** -Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** -Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. **Paragraph Numbering Sequence** -There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1
  - 2. 1. 1.A.
  - 2.1.1.A.1.
  - 2. 1. 1. A. 1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).(1 ).

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local interconnection service by the Company to business Customers within the state of Colorado. Services, features and functions will be provided where Company facilities are available.



**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS**

**1.1 EXPLANATION OF ABBREVIATIONS AND ACRONYMS**

ILEC – Incumbent Local Exchange Company

NPA – Numbering Plan Area

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)****1.2 DEFINITION OF TERMS**

Commission – Colorado Public Utilities Commission.

Company – Refers to Bresnan Broadband of Colorado, LLC.

Completed – A call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer – The person or other entity which orders Service and is responsible for payment of charges due in compliance with the Company’s Tariff regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location. For purposes of this Tariff, “Customer” shall refer to local, county, state or federal entities, and/or those persons or entities whose use of service is or is represented to be primarily or substantially of a professional, business, institutional, occupational or commercial nature and who subscribe, from the Company or some other entity, to more than four access lines or to a service or services with a capacity for providing in the aggregate at least 256 DS0 equivalents for the transmission of voice and/or data.

Customer-Provided Equipment (CPE) – Equipment provided by the Customer for use with the Company’s Service. CPE can include a station set, facsimile machine, key system, PBX, or other information, communication or power system.

End User – Any Customer or other person or entity that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an “End User” when such carrier uses the Company’s Service for administrative purposes.

Nonrecurring Charge – A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Recurring Charge – The monthly charge to the Customer for Service, facilities and equipment, which continue for the agreed upon duration of the Service.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)**

**1.2 DEFINITION OF TERMS (CONT'D)**

Service – Any Telecommunications Service(s) provided by the Company under this Tariff.

Termination of Service – Discontinuance of both incoming and outgoing Service.

User – A Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

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**SECTION 2 – RULES AND REGULATIONS****2.1 UNDERTAKING OF THE COMPANY****2.1.1 Regulatory Compliance**

Company will comply with all applicable billing and termination rules of the Commission, as set forth by the Commission.

**2.1.2 Application of Tariff**

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Local Interconnection service described herein offered by the Company within Colorado. Service is furnished for the use of End Users within Colorado.
- B. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.
- C. When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities.
- D. This Tariff applies only for the use of the Company's Service within Colorado. This includes the use of the Company's network.
- E. The provision of Local Interconnection service defined herein is subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.
- F. The provision of Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 UNDERTAKING OF THE COMPANY (CONT'D)****2.1.3 Shortage of Equipment or Facilities**

- A. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.
- B. The Company shall not be required to furnish, or continue to furnish, facilities or Service where the circumstances are such that the proposed use of the facilities or Service would tend to adversely affect the Company's plant, property or Service.

**2.1.4 Terms and Conditions**

- A. Service may be provided on the basis of a minimum period of at least one month, 24 hours per day. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein. The Customer must pay the regular tariffed rate for the Service it subscribes to for the minimum period of service. If a Customer disconnects Service before the end of any minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Service, and the terms and conditions in this Tariff. Customers also will be required to execute any other documents reasonably requested by the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.1 UNDERTAKING OF THE COMPANY (CONT'D)**

**2.1.4 Terms and Conditions (Cont'd)**

- C. The Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to the Company for Service previously rendered until the debt is satisfied.
- D. This Tariff shall be interpreted and governed by the laws of Colorado.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.2 LIMITATIONS ON LIABILITY****2.2.1 Indemnification and Limits on Liability**

- A. Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided facilities or Service, or by means of the combination of Company-provided facilities or Service with Customer-provided facilities or services;

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.2 LIMITATIONS ON LIABILITY (CONT'D)****2.2.1 Indemnification and Limits on Liability (Cont'd)**

## A. (Cont'd)

5. Any infringement, breach 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, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;
7. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;



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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.2 LIMITATIONS ON LIABILITY (CONT'D)****2.2.1 Indemnification and Limits on Liability (Cont'd)**

## A. (Cont'd)

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;
12. Any non-completion of calls due to network busy conditions or network failures;
13. Any calls not actually attempted to be completed during any period that Service is unavailable;
14. Blockages by other providers of services on the public switched network;

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.2 LIMITATIONS ON LIABILITY (CONT'D)****2.2.1 Indemnification and Limits on Liability (Cont'd)**

- A. (Cont'd)
15. Any damage to CPE resulting from use of that system with the Service;  
and
16. Breach in the privacy or security of communications transmitted over the Company's facilities.
- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company.
- C. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
- D. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.2 LIMITATIONS ON LIABILITY (CONT'D)****2.2.1 Indemnification and Limits on Liability (Cont'd)**

- E. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- I. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.2 LIMITATIONS ON LIABILITY (CONT'D)****2.2.1 Indemnification and Limits on Liability (Cont'd)**

- J. THE INCLUDED EXCULPATORY 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.

**2.3 LIABILITY OF THE COMPANY****2.3.1 General**

- A. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Service, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Service, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following.
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.4 SERVICE AVAILABILITY****2.4.1 Notification of Service-Affecting Activities**

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

**2.4.2 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.4 SERVICE AVAILABILITY (CONT'D)****2.4.2 Provision of Equipment and Facilities (Cont'd)**

- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer may be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by Customer-Provided Equipment.

**2.4.3 Ownership of Facilities**

Title to all facilities provided in accordance with this Tariff remains in the Company, its affiliates, agents or contractors.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 OBLIGATIONS OF THE CUSTOMER****2.5.1 General**

- A. The Customer shall be responsible for:
1. The payment of all applicable charges pursuant to this Tariff;
  2. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
  3. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
  4. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
  5. Making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 OBLIGATIONS OF THE CUSTOMER (CONT'D)****2.5.2 Prohibited Activities and Uses**

- A. The Service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

**2.5.3 Claims**

Notwithstanding Section 2.2 and 2.3 herein, with respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or
- B. Any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.



**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 CUSTOMER EQUIPMENT AND CHANNELS****2.6.1 General**

A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee that its Service will be suitable for purposes other than those described herein.

**2.6.2 Station Equipment**

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)****2.6.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. The Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff and the tariff of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this Tariff.

**2.6.4 Inspections**

If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.7 INTERRUPTIONS OF SERVICE****2.7.1 General**

- A. The Company will provide a credit to the Customer's account, if for reasons within its reasonable control, there is a complete failure of Services lasting more than eight (8) consecutive hours (beginning upon the Company's discovery of the interruption) and which are not due to the Company's testing or adjusting, failure of facilities or services of other companies relied upon by Company to provide Service, negligence of the Customer, or to the failure of channels, wiring, equipment, facilities or power provided by the Customer. The credit will be prorated according to the period of such interruption or failure and will be provided on the next practicable bill for Customer's services, with each occurrence of the interruption of service for eight (8) or more consecutive hours during a 24-hour period counting as one day. In no event shall Company provide a credit in excess of applicable service fees.
- B. No credit allowance will be made for:
1. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, User, or other common carrier providing service connected to the Service of the Company;
  2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
  3. Interruptions due to the failure or malfunction of non-Company equipment;
  4. Interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.7 INTERRUPTIONS OF SERVICE (CONT'D)****2.7.1 General (Cont'd)****B. (Cont'd)**

5. Interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
6. Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and
7. Interruption of Service due to circumstances or causes beyond the control of the Company.

- C. For the purposes of applying this provision, the word “interruption” shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. “Interruption” does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network capacity shortages. Nor shall the interruption allowance apply where Service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.8 PAYMENT ARRANGEMENTS****2.8.1 Payment**

The Customer is responsible for the payment of all charges for facilities and Service furnished by the Company to the Customer and to all Users authorized by the Customer, and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

**2.8.2 Billing and Collection of Charges**

- A. All Customer bills are due and payable on or before the due date provided on the bill. If any portion of the bill is received by the Company more than fifteen (15) days after the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company and the Company may proceed with collection activities.
- B. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer, provided that the customer shall, within twelve months of the rendering by the Company of the disputed bill, be able to bring the matter to the Commission for resolution.
- C. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge in an amount up to \$25.00.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.8 PAYMENT ARRANGEMENTS (CONT'D)****2.8.3 Disputed Bills**

- A. If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Colorado Public Utilities Commission, 1560 Broadway, Suite 250, Denver, CO 80202, telephone: 303-894-2070 or 800-456-0858.

**2.8.4 Late Payment Charges**

- A. Customer bills are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% may be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.8 PAYMENT ARRANGEMENTS (CONT'D)****2.8.5 Deposits**

The Company may require a Customer to make a suitable deposit if the Company determines, in its reasonable business judgement, that the Customer may be unable to pay its bills. The Company may require a suitable deposit to be held by the Company as a guarantee of the payment of Company charges. Such deposit shall not exceed three (3) times the average monthly bill for business Customers, excluding taxes and surcharges. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit may be required in addition to an advance payment.

Deposits will accrue interest annually at the rate of 0.34% in accordance with the Colorado Public Utilities Commission.

Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of unpaid bills.

**2.8.6 Advance Payments**

Where special construction is involved, the Company may require a Customer to make an advance payment before Service and facilities are furnished. The amount for business customers shall not exceed two and one-half month's estimated recurring charges for the Service or facility. Such advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment for special construction will be credited to Customer's initial bill.

**2.8.7 Backbilling**

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than twenty-four (24) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of Service is not permitted for charges billed in excess of six (6) months after the Service was provided. The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.9 DISCONTINUANCE OF SERVICE****2.9.1 Suspension or Termination of Service for Nonpayment**

- A. If payment is not received within thirty (30) days of the due date, a disconnect notice will be sent to the Customer. The Company will provide the Customer with written notice via first class U.S. Mail stating the reason for discontinuance and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. Bills must be mailed to the Customer no later than six (6) business days after the date of the bill.
- B. 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 the steps to take to avoid or delay termination.
- C. If the Company does not terminate service within fifteen (15) days after a proposed termination date, and the matter is not the subject of a pending complaint before the Commission, or if other arrangements have not been made with the Customer, the Company will again make a diligent effort to contact the Customer to advise the Customer of the proposed action. If the Company has not terminated service within twenty-eight (28) days of mailing a written notice of termination, but still intends to terminate, the company will again issue a written notice.

**2.9.2 Exceptions to Suspension and Termination for Nonpayment**

Service shall not be suspended or terminated for:

- A. Nonpayment for Service for which a bill has not been rendered;
- B. Nonpayment for Service which has not been rendered;
- C. Nonpayment of any billed charge which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures.



**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.9 DISCONTINUANCE OF SERVICE (CONT'D)****2.9.3 Termination for Cause Other than Nonpayment**

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

- A. In the event of prohibited, unlawful or improper use of the facilities or Service, or any other violation by the Customer of this Tariff or the rules and regulations governing the facilities and Service; or
- B. If, in the judgment of the Company, any use of the facilities or Service by the Customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or Service is occurring, or is likely to occur; or
- C. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or Service received from the Company; or
- D. In the event that Service is connected for a Customer who is indebted to the Company for Service or facilities previously furnished, that Service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.9 DISCONTINUANCE OF SERVICE (CONT'D)**

**2.9.4 Prohibited, Unlawful or Improper Use of Facilities or Service**

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

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

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.9 DISCONTINUANCE OF SERVICE (CONT'D)****2.9.5 Abandonment or Unauthorized Use of Facilities**

- A. If Company determines that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate the Service.
- B. Company may suspend or terminate service for abandonment or unauthorized use if the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice will be sent to the Customer five (5) days before such suspension or termination. The notification requirement is waived when previous mailings were returned by the Post Office or the Company is advised that a new Customer has moved into the location.
- C. In the event that Service is terminated for abandonment of facilities or unauthorized use and Service is subsequently restored to the same Customer at the same location:
  - 1. No charge shall apply for the period during which Service has been terminated; and
  - 2. Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was terminated due to an error on the part of the Company.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.9 DISCONTINUANCE OF SERVICE (CONT'D)****2.9.6 Change in Company's Ability to Secure Access**

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

**2.9.7 Emergency Termination of Service**

The Company will immediately terminate the Service of any Customer, on request, when the Customer has reasonable belief that the Service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.10 TAXES AND OTHER CHARGES**

The Customer may be responsible for payment of any Federal, Colorado or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

**2.10.1 Colorado Universal Service Charge**

The Public Utilities Commission has created a High Cost Support Mechanism to assist in the provision of service in high cost areas. When the Company's High Cost Fund contribution requirements are estimated to exceed the de minimus exemption, the Company will collect a Universal Service Charge from each Customer to fund the Colorado High Cost Fund. The surcharge will be added, when applicable, pro rata to each Customer's total bill for all telecommunications services. The surcharge rate to be collected shall be that which is published on a quarterly basis by the Commission. Effective April 1, 2013, the surcharge is 2.6%.

**2.10.2 [Reserved for Future Use]**

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.10 TAXES AND OTHER CHARGES (CONT'D)****2.10.3 Colorado Telecommunications Relay Services Fund**

The Colorado Public Utilities Commission requires all telecommunications companies operating within the State of Colorado to collect a surcharge from their Customers to fund the Colorado Telecommunications Relay Services Fund. The Company will list the fund on the Customer's bill as a separate line item.

Monthly Charge, per line: \$0.05

**2.10.4 Universal Emergency Telephone Number Service (911, E911)**

Pursuant to legal requirements, the Company may assess a single per line surcharge for the Universal Emergency Telephone Number Service (911, E911).

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.11 USE OF CUSTOMER'S SERVICE BY OTHERS****2.11.1 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Service and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

**2.12 CANCELLATION OF SERVICE**

If a Customer cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

- A. All nonrecurring charges as specified in this Tariff; plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. All recurring charges specified in this Tariff for the balance of the then-current term.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.13 NOTICES AND COMMUNICATIONS**

All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and/or first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.14 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS****2.14.1 Special Construction and Non-Routine Maintenance**

- A. Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction, special arrangements and non-routine maintenance may be undertaken on a reasonable-efforts basis at the request of the Customer. Such special construction, special arrangements and non-routine maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal tariff conditions. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customers' request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays and/or nights, additional charges may apply.



**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.14 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D)****2.14.2 Charges**

Where the Company furnishes a facility or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

- Nonrecurring charges;
- Recurring charges;
- Termination liabilities; or
- Combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

**2.14.3 Termination Liability**

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

**2.15 INDIVIDUAL CASE BASIS ARRANGEMENTS**

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 3 – LOCAL INTERCONNECTION SERVICE****3.1 SERVICE OFFERING****3.1.1 Regulations**

- A. Subject to the terms set forth following, the purpose of this Tariff is to provide an overview of Local Interconnection Service (“LIS”) and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company’s service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol (“VoIP”) service. In addition, it is the Customer’s sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support “nomadic” VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this LIS Tariff are in addition to the terms and conditions found in Section 2 proceeding, of this Tariff.

**3.1.2 Definitions**

For purposes of this Section 3, the following defined terms shall have the meaning indicated:

- A. “Customer” means the provider of retail interconnected VoIP services, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 3 –LOCAL INTERCONNECTION SERVICE (CONT'D)****3.1 SERVICE OFFERING (CONT'D)****3.1.2 Definitions (Cont'd)**

- B. “Subscriber” means the interconnected VoIP end-user customer of the Customer.
- C. LIS provides a connection between a Customer’s broadband facilities and the public switched telephone network, and related Services described herein. In order to make use of the Company’s LIS, Customer’s broadband facilities must consist of an IP-based, broadband connecting Facility between the Customer and the Premises of each Subscriber that has the ability to use a Cable Modem Termination System (CMTS) employing the network-based call signaling specified by Cable Television Laboratories, Inc.(CableLabs®), a soft switch, a media gateway, and appropriate Customer Premises Equipment. LIS does not support Customers providing services to Subscribers that operate using a different format than provided by the Company.
- D. The IP-based, broadband connecting Facility between Customer and Subscribers, the CMTS, the soft Switch, the connecting Facilities to the Company’s media gateway, and all Customer Premises Equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex (“TDM”) protocol. The Customer shall, at its sole cost, be responsible for providing all equipment, software, facilities and IP connectivity necessary for the Customer to provide interconnected VoIP services to its Subscribers.
- E. LIS is available to Customers where suitable Facilities exist, are technologically available, and are operationally and economically feasible.
- F. LIS provides standard 10-digit telephone numbers with associated two-way local exchange telecommunications service to permit Customers to provide local interconnected VoIP service to Customer’s Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, Telecommunications Relay Services (711) and Directory Listings. Toll services, operator services and directory assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 3 –LOCAL INTERCONNECTION SERVICE (CONT'D)****3.1 SERVICE OFFERING (CONT'D)****3.1.3 Use of Service**

- A. LIS is provided subject to, and in accordance with, the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Section 2 and this LIS Tariff.
1. Customer shall, at its sole cost, be responsible for providing all equipment, software, Facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.
    - a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI)), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 3 –LOCAL INTERCONNECTION SERVICE (CONT'D)****3.1 SERVICE OFFERING (CONT'D)****3.1.3 Use of Service (Cont'd)**

A. (Cont'd)

1. (Cont'd)

- b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide (“MSAG”).
- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.
- d. Based on the Company Obligations, LIS is limited to Subscribers physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers’ locations and fully in accordance with North American Number Planning Association (NANPA) guidelines associating NPA-NXX codes with particular Exchange Areas. LIS under this Tariff is not to be used with any “virtual numbering” or foreign-exchange-like arrangements. Notwithstanding, the Company and the Customer may negotiate and enter into such arrangements on an individual case basis to serve legitimate subscriber requirements.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 3 –LOCAL INTERCONNECTION SERVICE (CONT'D)****3.1 SERVICE OFFERING (CONT'D)****3.1.3 Use of Service (Cont'd)**

A. (Cont'd)

1. (Cont'd)

- e. The Company and the Customer will conduct interoperability testing prior to the Customer implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.
2. Customer is solely responsible for (i) implementing with Subscribers appropriate terms, conditions, and measures to ensure that all Subscribers comply with the terms and conditions of this LIS Tariff, and (ii) establishing the price plans according to which Subscribers will be billed, including determining and remitting taxes and other charges (i.e. Federal Universal Service Fund Charge) to applicable authorities, billing its Subscribers, and handling all Subscriber disputes. All acts or omissions of a Subscriber shall be attributable to Customer for purposes of this LIS Tariff. The Company will not provide support directly to any Subscriber.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 3 –LOCAL INTERCONNECTION SERVICE (CONT'D)****3.1 SERVICE OFFERING (CONT'D)****3.1.4 Term and Termination**

- A. LIS is available for an initial term (“Term”) of three years following execution of a separate written agreement between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of LIS by the Customer before the expiration of the Term, the Company may assess a Termination Charge equal to 100% of all monthly recurring charges multiplied by the number of months left in the Term. Such early Termination Charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.
- C. Discontinuance of Service for Cause
  - 1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend LIS without incurring any liability.
  - 2. Upon Customer violation of any of the other material terms or conditions applicable to LIS the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend LIS without incurring any liability if such violation continues during that period.
  - 3. Upon condemnation of any material portion of the Facilities used by the Company to provide LIS to a Customer or if a casualty renders all or any material portion of such Facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend LIS without incurring any liability.
  - 4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend LIS without incurring any liability.
  - 5. Upon any governmental prohibition or required alteration of LIS to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue LIS without incurring any liability.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 3 –LOCAL INTERCONNECTION SERVICE (CONT'D)****3.1 SERVICE OFFERING (CONT'D)****3.1.4 Term and Termination (Cont'd)**

## C. Discontinuance of Service for Cause (Cont'd)

6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue LIS. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
7. Upon the Company's discontinuance of LIS to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the Term for which LIS would have otherwise been provided to the Customer to be immediately due and payable.
8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

**3.1.5 Subscriber Orders and Usage Forecasts**

- A. The Customer must submit order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After the Company's acceptance of a market order, the Customer may submit orders to activate Subscribers for use of LIS within such market.
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other Common Carriers in addition to or in lieu of the Company.



**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 3 –LOCAL INTERCONNECTION SERVICE (CONT'D)****3.1 SERVICE OFFERING (CONT'D)****3.1.6 Local Number Portability**

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of Customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21.
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.
- C. Directory Listings.
1. The Company will assist Customer in the provision of directory listings to its Subscribers through third-party providers.
  2. The Customer shall be responsible for all costs incurred by the Company in the provision of directory listing services to the Customer's Subscribers, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in rates specified in this LIS Tariff.
  3. The Company is not liable for damages arising from errors or omissions in the making or printing of directories by any such third-party service provider, or in accepting listings presented by the Customer.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 3 –LOCAL INTERCONNECTION SERVICE (CONT'D)****3.1 SERVICE OFFERING (CONT'D)****3.1.7 Emergency 911 Service**

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a Location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the Incumbent Local Exchange Carrier) associated with such telephone number.
- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a Location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber Location; (iv) during a loss of connectivity to the Subscriber Location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where Service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary Location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial Service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 3.1.7.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section 3.1.7.

**LOCAL INTERCONNECTION SERVICE TARIFF**

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**SECTION 3 –LOCAL INTERCONNECTION SERVICE (CONT'D)**

**3.1 SERVICE OFFERING (CONT'D)**

**3.1.8 Liability**

LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 2 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE SERVICES.

**SECTION 4 – RATES****4.1 RATES AND CHARGES**

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined Service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. The charges for LIS may be revised from time-to-time on one month's notice.
- C. Charges for Service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of Service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.

**4.1.1 General**

- A. The rates set forth below apply generally, although the Company will negotiate Customer contracts based on volume and other reasonable, individualized considerations.
- B. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.
- C. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
- D. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

**SECTION 4 – RATES (CONT'D)**

**4.1. RATES AND CHARGES (CONT'D)**

**4.1.1. General (Cont'd)**

E. Rates:

**NONRECURRING CHARGES**

1. Local Interconnection Service Non-Recurring Charge - Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis<sup>1</sup>.
2. Activation/Service Order Charges - Pass through of any and all Carrier initial and supplemental Service order charges including activation charges, number porting charges (initial and supplemental; both standard and project-based fees), and directory listing charges (initial and supplemental; whether new, changed or deleted).
3. Repair/Maintenance

Charges to repair customer caused incidents:

Regular Time: Mon.-Sat. 8a.m.-8p.m.	\$115.00 per visit
Overtime: Mon.-Sun. 8.am.-8p.m.	\$175.00 per visit
Premium: Sundays and Holidays	\$230.00 per visit

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<sup>1</sup> Facilities used in the provision of Local Interconnection Service may be constructed to meet specifications negotiated by the Company and the Customer with treatment on an Individual Case Basis.

**SECTION 4 – RATES (CONT'D)**

**4.1. RATES AND CHARGES (CONT'D)**

**4.1.1. General (Cont'd)**

E. Rates (Cont'd)

**MONTHLY RATES<sup>1</sup>**

- 4. Local Interconnection Port - Per T-1 \$1,000.00  
Based on a 36-month  
Term Contract
- 5. Per Customer Subscriber ICB (C)
- 6. Other Carrier Charges - Pass through of any and all Carrier charges for numbers (DID/DOD), directory listing-related charges (vanity listing, non-published) or any other Carrier Charges.
- 7. Individual Case Basis (ICB) Charges - ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.

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<sup>1</sup> The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as Customer-determined factors including service capacity, length of Contract term, optional features, and maintenance and security considerations.

**SECTION 5 – EXCHANGE AREAS****5.1 Local Exchange Service**

The Company concurs in the local calling areas and maps as filed by the incumbent local exchange company. The Company reserves the right to offer services under a phased-in schedule such that the local serving area will expand as technical capability expands.

Listed below is a chart indicating the exchange areas and the additional localities outside of the exchange which customers can call without a toll charge. Localities could include other exchanges, zones or specific wire centers within an exchange. customers may have to use the direct dialing code of 1+ to place calls within their local calling area.

<b>EXCHANGE AREA</b>	<b>EXCHANGE, ZONE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA</b>
Canon City	Florence; Main, Sunset, Vineland and West wire centers of the Pueblo Exchange; Howard, Pike Trails and Westcliffe wire centers of Century Tel of Eagle
Durango	Bayfield, Cortez, Mancos, Mesa Verde, Silverton; Allison, Marvel, Pagosa Springs, Pagosa West wire centers of CenturyTel of Colorado; Dolores and Ignacio wire centers of CenturyTel of Eagle
Fruita	De Beque, Delta, Grand Junction, Montrose, Olathe, Palisade, Parachute
Grand Junction	De Beque, Delta, Fruita, Montrose, Olathe, Palisade, Parachute; Gateway, Nucla-Naturita and Paradox wire centers of Nucla-Naturita Telephone Company; Cedaredge, Crawford, Eckert, Hotchkiss, Paonia and Somerset wire centers of Delta County Co-op Telephone Company; Collbran and Mesa wire centers of CenturyTel of Eagle
Montrose	Crested Butte, Delta, Fruita, Grand Junction, Gunnison, Olathe, Ouray, Ridgway, Silverton, Telluride; Norwood wire center of CenturyTel of Eagle, Arrowhead, NuclaNaturita and Paradox wire centers of the Nucla-Naturita Telephone Company
Palisade	De Beque, Fruita, Grand Junction, Parachute; Collbran and Mesa wire centers of CenturyTel of Eagle