



NEW APPLICATION



July 12, 2010
Overnight Delivery

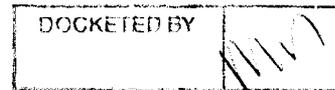
ORIGINAL

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

T-20750A-10-0289

Arizona Corporation Commission
DOCKETED

JUL 14 2010



**RE: Intrado Communications Inc.
Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate
Telecommunications Services**

Docket Control:

Enclosed are the original and thirteen (13) copies of the Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services filed on behalf of Intrado Communications Inc.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to me at (407) 740-3031 or via e-mail at stomas@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Sharon Thomas
Consultant to Intrado Communications Inc.

Enclosures

ST/sp

cc: C. Lockett – Intrado
file: Intrado – AZ Local
tms: AZf1000

RECEIVED
2010 JUL 14 A 11: 27
ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

**APPLICATION
CERTIFICATE OF CONVENIENCE & NECESSITY**

If the Applicant wants to provide any type of Non-Customer Owned Pay Telephone (“COPT”) telecommunications services in Arizona, provide the Arizona Corporation Commission (“Commission”) with information being requested.

Remember that information submitted for a Certificate of Convenience and Necessity (“CC&N”) will be made part of the public record (including financial statements). Any information designated as confidential will not be accepted by Docket Control. Mail your original CC&N application plus thirteen (13) copies to Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927.

Make sure you use the Application form dated July 9, 2009. Also, make sure you answer each numbered item and part of the item in each section of the Application form. If you do not use the correct Application form and/or do not completely answer the numbered item(s), Staff will request the Applicant to re-submit the Application form and/or complete any of the numbered item(s) and part of the item in a data request. In order for Staff to review your Application, complete the following form. Thank you.

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending in Arizona as an Interexchange reseller, AOS provider, or as the provider of other telecommunication services.

Applicant has no applications pending in Arizona

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).**
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)**
- Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
Telephone: 720-494-5800
Facsimile: 720-494-6600
Website: www.intrado.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

Not Applicable.

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

**Manager - Regulatory Affairs
Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
Telephone: 720-494-5800
Facsimile: 720-494-6600
Email: rick.johnson@intrado.com**

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

**Sharon Thomas, Consultant to Intrado Communications Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, FL 32751
Telephone: 407-740-3031
Facsimile: 407-740-0613
Email: sthomas@tminc.com**

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

**Customer Support
Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
Telephone: 877-318-7941
Facsimile: 720-494-6600**

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- Sole proprietorship
- Partnership: ___ Limited, ___ General, ___ Arizona, ___ Foreign
- Limited Liability Company: ___ Arizona, ___ Foreign
- Corporation: ___ "S", "C", ___ Non-profit
- Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

Please see:

Attachment A.1 for Certificate of Good Standing

Attachment A.2 for a list of corporate officers and directors

Attachment A.3 for the percentages of ownership of Intrado Communications Inc.

(A-9) Include your Tariff as "Attachment B".

Please see Attachment B for Intrado Communications Ind.'s proposed Local and Interexchange Telecommunications Services Tariff.

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).

Service Orders, Moves, Changes and Premises Visits: Section 4, p. 1 (§4.1)

9-1-1 Emergency Services: Section 5, p. 11 (§5.3)

Enterprise 9-1-1 Service: Section 5, p. 14 (§5.4)

2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).

Please see response to (A-9) 1 above.

3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).

Please see Section 2, pp. 1-30 (§§2.1-2.11)

4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).

Deposits: Section 2, p. 21 (§2.5.7)

Advance Payment and Prepayment: Section 2, p. 21 (§2.5.6)

5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

Please see Section 2, p. 20 (§2.5.2)

(A-10) Indicate the geographic market to be served:

Statewide. (Applicant adopts statewide map of Arizona provided with this application).

Other. Describe and provide a detailed map depicting the area.

Please see Attachment G for Arizona map.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.

Neither Applicant nor its officers or directors are involved in any proceeding resulting from a complaint or complaints about Applicant.

2. Detailed explanations of the Substance of the Complaints.

Not Applicable

3. Commission Orders that resolved any and all Complaints.

Not Applicable

4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

Not Applicable

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Applicant is involved in two civil cases in state courts, one in North Carolina and one in Ohio:

1. **Case 5:09-cv-00517-BR, *BellSouth Telecommunications, Inc. d/b/a AT&T North Carolina v. Finley, et al.*, Complaint for Declaratory and Injunctive Relief (E.D.N.C., filed Dec. 2, 2009)**
2. **Case No. 2:09-cv-00918-ALM-MRA, *The Ohio Telephone Company d/b/a AT&T Ohio v. Schriber, et al.*, Complaint (S.D. Ohio, filed Oct. 15, 2009).**

Each of the above cases is active; neither has resulted in a judgment entered against Applicant. Each case is an appeal by the Plaintiff (AT&T) of a decision by the respective Defendants (Public Utility Commissions of North Carolina and Ohio) that Intrado Communications Inc.'s Intelligent Emergency Network services do in fact qualify as "telephone exchange service" as that term is defined in 47 U.S.C. §153(a).

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.

Not Applicable

2. Reasons for the investigation and/or judgment.

Please see description of cases above.

3. Copy of the Court order, if applicable.

Not Applicable

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If any box in (A-14) is marked "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

Applicant does not collect deposits, please see Attachment B, Proposed Local and Interexchange Service Tariff, Section 2, page 21 (§2.5.6).

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

The Applicant will await Hearing Division instructions for publication of its application for Facilities-Based Local Exchange and Interexchange Telecommunications Services.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

Yes

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

Please see Attachment E for a list of states that the Applicant has had an application approved for telecommunication services. Applicant does not have the name or telephone number of a specific contact person within each PUC where Applicant is authorized to provide telecommunications services; however, Attachment E includes a mailing address and an email address, where one is available, for each PUC where Intrado Communications is authorized to provide telecommunications services.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

Applicant currently provides telecommunications service similar to those that Applicant will or intends to offer in Arizona in fewer than five states. Please see Attachment F for biographies of key personnel employed by the Applicant.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

None

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision # 64178 Resold Long Distance
- Decision # 64178 Resold LEC
- Decision # 64178 Facilities Based Long Distance
- Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

- Yes No

If "No," explain why and give the date on which the Applicant began operations.

Intrado Communications has not yet begun operations in Arizona, nor does it have state-specific financial statements. Applicant relies on the financial resources of its parent company, West Corporation. The consolidated financial statements (from SEC form 10K) for West Corporation for fiscal years ending December 31, 2008 and 2009 are attached hereto as Attachment D. Applicant believes West Corporation's financial information demonstrates more than adequate resources to provide the proposed services in the State of Arizona: total assets as of December 31, 2009 were \$3,045,262,000.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

Please see response to B-1 and Attachment D for financial statements.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Yes.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.

Projected total revenue for the first twelve month following certification: \$100,000

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

Expected operating expenses during the first twelve months following certification: \$40,000

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

Currently, the net book value of Arizona jurisdictional assets used to provide service in Arizona is projected to be: \$0.00

4. If the projected value of all assets is zero, please specifically state this in your response.

Applicant's current projected value of assets in Arizona is zero.

5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

Not applicable.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,

Yes No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

Applicant plans to begin operations after grant of certificate.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

Yes No

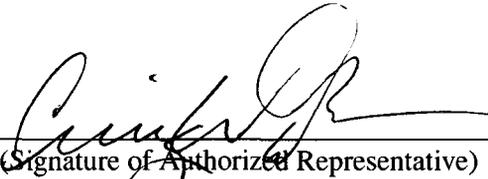
(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

Yes No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



(Signature of Authorized Representative)

June 29, 2010

(Date)

Craig Donaldson

(Print Name of Authorized Representative)

Senior Vice President, Regulatory and Government Affairs

(Title)

SUBSCRIBED AND SWORN to before me this 30th day of June, 2010



NOTARY PUBLIC

My Commission Expires 10-18-2010

Intrado Communications Inc.

Attachment A.1

Certificate of Good Standing

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****INTRADO COMMUNICATIONS INC.*****

a foreign corporation organized under the laws of Delaware did obtain authority to transact business in the State of Arizona on the 5th day of November 2001.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 11th Day of May, 2010, A. D.



A handwritten signature in black ink, appearing to read "EG Johnson".

Executive Director

By: _____ 468420

Intrado Communications Inc.

Attachment A.2

List of the Names of Corporation Officers and Directors

Intrado Communications Inc.

**Attachment A.2
Principal Officers and Directors**

George Heinrichs President

Paul Mendilk Treasurer

David C. Mussman Secretary

Thomas B. Barker Director

Nancee R. Berger Director

Steven M. Stangl Director

Address for all Corporate Officers and Directors:

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

Intrado Communications Inc.

Attachment A.3

Percentages of Ownership of Intrado Communications Inc.

Intrado Communications Inc.

Attachment A.3

Principal Stockholder Information

Intrado Communications Inc. is a wholly owned subsidiary of Intrado, Inc., which in turn is wholly owned by West Corporation.

Intrado Inc. owns 1,000 shares of Intrado Communications Inc., which is 100% of the authorized and issued shares of Intrado Communications Inc.

Intrado Communications Inc.

Attachment B

Local and Interexchange Telecommunications Services Tariff

**ARIZONA
LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
Intrado Communications Inc.**

This tariff contains the descriptions, regulations, and rates applicable to the provision of local and interexchange telecommunications services provided by Intrado Communications Inc. with principal offices at 1601 Dry Creek Drive, Longmont, CO 80503 for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued Date:

Effective Date: .

By:

Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

AZf1000

TABLE OF CONTENTS

Title Page	Title
Preface.....	
Table of Contents	1
Check Sheet	2
Explanation of Symbols	3
Tariff Format	4
Definitions.....	Section 1
Regulations.....	Section 2
Service Areas	Section 3
Service Charges and Surcharges	Section 4
Services	Section 5
Special Arrangements	Section 6
Promotional Offerings.....	Section 7
Current Price List.....	Section 8

Issued Date:

Effective Date:

By:

Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

AZf1000

CHECK SHEET

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

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original *	2	22	Original *
Preface	1	Original *	2	23	Original *
Preface	2	Original *	2	24	Original *
Preface	3	Original *	2	25	Original *
Preface	4	Original *	2	26	Original *
1	1	Original *	2	27	Original *
1	2	Original *	2	28	Original *
1	3	Original *	2	29	Original *
1	4	Original *	2	30	Original *
1	5	Original *	3	1	Original *
1	6	Original *	4	1	Original *
1	7	Original *	5	1	Original *
2	1	Original *	5	2	Original *
2	2	Original *	5	3	Original *
2	3	Original *	5	4	Original *
2	4	Original *	5	5	Original *
2	5	Original *	5	6	Original *
2	6	Original *	5	7	Original *
2	7	Original *	5	8	Original *
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2	9	Original *	5	10	Original *
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2	11	Original *	5	12	Original *
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2	13	Original *	5	14	Original *
2	14	Original *	6	1	Original *
2	15	Original *	6	2	Original *
2	16	Original *	6	3	Original *
2	17	Original *	6	4	Original *
2	18	Original *	7	1	Original *
2	19	Original *	8	1	Original *
2	20	Original *			
2	21	Original *			

* included in this filing.

Issued Date:

Effective Date:

By:

Craig Donaldson, Senior Vice President - Regulatory Affairs
 1601 Dry Creek Drive
 Longmont, CO 80503

AZf1000

EXPLANATION OF SYMBOLS

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

Issued Date:

Effective Date: .

By:

Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

AZf1000

TARIFF FORMAT

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

Issued Date:

Effective Date:

By:

Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
Longmont, CO 80503

AZf1000

SECTION 1 - DEFINITIONS

9-1-1 - A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Failure or Outage - A situation where 9-1-1 calls cannot be transported to the Public Agency responsible for answering 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.

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

Authorized User - A person, firm or corporation authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively. An Authorized User must be specifically named in the application for service.

Automatic Number Identification (ANI) - A type of signaling provided by a Local Exchange Carrier 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

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.

Issued Date:

Effective Date: .

By:

Craig Donaldson, Senior Vice President - Regulatory Affairs
1601 Dry Creek Drive
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AZf1000

SECTION 1 – DEFINITIONS (CONT'D.)

Central Office (CO) or End Office (EO) - A switching unit providing telecommunication services to the public, designed for terminating and interconnecting lines and trunks. The term “End Office” and “Central Office” are used interchangeably in this tariff. More than one CO or EO may be located in the same building.

Commission – Arizona Corporation Commission.

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

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

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.

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

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

E9-1-1 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.

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SECTION 1 - DEFINITIONS (CONT'D.)

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 E9-1-1 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).

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.

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SECTION 1 - DEFINITIONS (CONT'D.)

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

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

Individual Case Basis (ICB) - A service arrangement where the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Intrado - Intrado Communications Inc., issuer of this tariff.

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.

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SECTION 1 - DEFINITIONS (CONT'D.)

Local Exchange Carrier (LEC) - Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of Arizona and the Arizona Corporation Commission is authorized to provide telecommunications Local Exchange Services on a resale or facilities basis.

Local Exchange Service - Refers to local service that allows a user of the service to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service may also provide access to and from the telecommunication network for long distance calling.

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

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.

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

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AZf1000

SECTION 1 - DEFINITIONS (CONT'D.)

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

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

Private Branch Exchange (PBX) - An arrangement that 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.

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

Public Emergency - The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of sever irreparable damage to property.

Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider(s). PSAPs operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

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AZf1000

SECTION 1 - DEFINITIONS (CONT'D.)

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

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

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

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

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

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

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

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AZf1000

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service to Customers pursuant to the terms of this tariff in connection with one-way and/or two-way transmission between points within the State of Arizona.

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

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

2.1.2 Shortage of Equipment or Facilities

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

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

- B.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Issued Date:

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

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

Issued Date:

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AZf1000

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

C. (Cont'd.)

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

Issued Date:

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- D.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- E.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- F.** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- G.** Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

Issued Date:

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AZf1000

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Notification of Service Affecting Activities

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

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AZf1000

SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

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

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AZf1000

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

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

- G.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff or the Service Order Agreement, and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 2. The reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

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

Issued Date:

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AZf1000

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

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

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

2.1.9 Ownership of Facilities

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

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AZf1000

SECTION 2 - REGULATIONS (CONT'D.)

2.2 Prohibited Uses

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

Issued Date:

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AZf1000

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

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

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

Issued Date:

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AZf1000

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

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

Issued Date:

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AZf1000

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this tariff, any other tariff of the Company, or with the Service Order Agreement, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff or the SOA including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or Joint or Authorized Users contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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AZf1000

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A Customer may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

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

2.4.3 Network Interface Device (NID)

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Interconnection of Facilities

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.5 Inspections

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

A. Taxes, Surcharges and Fees

1. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes, and similar taxes or charges imposed by governmental jurisdictions. These items are not included in the quoted rates for services.
2. Municipal excise taxes are billed as separate line items and are not included in the quoted rates for service.
3. Arizona Universal Service Fund (AUSF)

In addition to all other taxes and fees that are listed herein or passed through in the normal course of business (e.g. sales tax), the Company shall also add an amount to be collected to each bill for recovery of the Arizona Universal Service Fund (AUSF).

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Arizona Corporation Commission has created support mechanisms to assist in the provision of such service in high-cost areas. Pursuant to Arizona Administrative Code, R14-2, Article 12, the Rule directs that the surcharge will be levied on all telecommunications service purchased by end-users.

The Arizona Universal Service Fund (AUSF) surcharge will be the amount set forth in the Arizona Administrative Code, R14-2, Article 12. The percentage and amounts set forth will be subject to periodic adjustment by the Company.

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges

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

- A. Charges for services billed on a non-usage sensitive basis will be billed monthly, in advance of the use of the service, and are due within 30 days of the invoice date.
- B. Charges for services billed on a usage sensitive basis will be billed monthly for services used during the preceding billing cycle and are due within 30 days of the invoice date.
- C. Upon termination of service, the Customer's bill will be rendered in the next bill cycle.

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

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

D. Billing of the Customer by the Company will begin on the first day following the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.

E. Late Payment Fee

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

F. Return Check Charge

The Customer will be assessed a *maximum* charge of thirty-five dollars (\$35.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B. Unless disputed 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 Arizona Corporation Commission, 1200 West Washington Street, Phoenix, Arizona 85007.

2.5.4 Changes in Service Requested

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

2.5.5 Cancellations and Deferments

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

2.5.6 Advance Payment and Prepayment for Services

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

2.5.7 Deposits

The Company does not collect Customer deposits.

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SECTION 2 - REGULATIONS (CONT'D.)

2.6 Discontinuance of Service

The Company may refuse or discontinue service, without incurring any liability, for any of the following reasons.

2.6.1 Customers will be provided at least five (5) days written notice prior to discontinuance for the following reasons:

- A.** Nonpayment of an undisputed delinquent bill;
- B.** Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment;
- C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D.** For Customer's breach of contract for service between the Company and the Customer.

2.6.2 Service may be disconnected without notice for the following reasons:

- A.** Where a dangerous condition exists for as long as the condition exists;
- B.** Where service is connected without authority by a person who has not made application for service or who has reconnected service following suspension of service for nonpayment;
- C.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- D.** For failure of the Customer to make proper application for service or for use of service for any property or purpose than that described in the application.
- E.** In the event of tampering with the equipment or services owned by the Company or its agents, or in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others.

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SECTION 2 - REGULATIONS (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.2 Service may be disconnected without notice for the following reasons: (Cont'd.)

- F.** Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company, before restoring service, requires the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

- G.** 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 service without incurring any liability.

2.6.3 Upon the Company's discontinuance of service 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 that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately

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SECTION 2 - REGULATIONS (CONT'D.)**2.7 Allowance for Service Interruption**

Service interruptions that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth in Section 4.1 for visits by Company agents or employees to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS (CONT'D.)

2.7 Allowance for Service Interruption (Cont'd.)

2.7.2 No credit allowance will be made for any Service Interruption:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- D. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can obtain a service credit, use other means of communications provided by the Company, if available (pursuant to Section 2.7.3), or utilize another service provider;
- E. 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;
- F. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- G. That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - REGULATIONS (CONT'D.)

2.7 Allowance for Service Interruption (Cont'd.)

2.7.3 Use of Other Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Service Interruptions

- A. Credits for interruptions in service that is provided and billed for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.
- D. **Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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SECTION 2 - REGULATIONS (CONT'D.)

2.7 Allowance for Service Interruption (Cont'd.)

2.7.4 Application of Credits for Service Interruptions (Cont'd.)

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

2.7.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.9 Cancellation of Service/Termination Liability

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

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

2.9.1 Termination Liability

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

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.10 Transfers and Assignments

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

2.10.1 To any subsidiary, parent company or affiliate of the Company; or

2.10.2 Pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 Pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS (CONT'D.)

2.11 Notices and Communications

- 2.11.1** The Customer shall designate on the Service Order Agreement the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.11.2** The Company shall designate on the SOA an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** Except as otherwise stated in this tariff or the SOA, all notices or other communications required to be given pursuant to this tariff or the SOA will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3 - SERVICE AREAS

3.1 Service Areas

Services are provided, subject to availability of facilities and equipment, throughout the State of Arizona.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES

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

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

Notes:

1. ICB rates will be determined based upon the unique circumstances of each Customer.
2. 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.
3. Additional Charges for Premises Visits apply to visits that take place outside of normal business hours, or during weekends or holidays.
4. 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.
5. Record Order Change applies to Customer-initiated requests that involve changes in Company records. Amount charged will be determined based on the number of changes requested.

* Not Applicable

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SECTION 5 - SERVICES

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.

Intrado 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. Intrado will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution.

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Effective Date:

By:

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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. Intrado 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. Intrado will resolve or refer each NRF to the respective TSP for resolution.

I. Local Number Portability (LNP) Processing

Intrado 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

Intrado 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.

5.1.5 Diverse Facility Routing

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

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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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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.

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

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SECTION 5 –SERVICES (CONT'D.)

5.3 9-1-1 Emergency Services Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
9-1-1 Routing Service	ICB	ICB
9-1-1 ALI Services	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
ALI Data Access Connections	ICB	ICB
Diverse Facility Routing	ICB	ICB

Notes:

1. 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.
2. 9-1-1 Routing Service and 9-1-1 ALI Services are provided as a package. Customer requests to obtain these services separately will be handled individually.
3. ICB pricing to be determined based upon unique service configuration requirements for each Customer including, but not limited to, term of agreement, volume of traffic served, and proximity of Customer to Company facilities

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SECTION 5 –SERVICES (CONT’D.)

5.4 Enterprise E9-1-1 Service

5.4.1 Description

Enterprise E9-1-1 Service is an offering that enables delivery of E9-1-1 calls originating from telephone stations/lines served by a multi-line private switch.

5.4.2 Enterprise E9-1-1 Service Regulations

- A. Enterprise E9-1-1 Service is furnished subject to availability of facilities.
- B. Customer is responsible for installation of sufficient voice grade facilities (minimum of two) to maintain a P.01 grade of service from the private switch location to Company’s E911 network.
- C. Customer’s private switch must be capable of forwarding ANI of a station/line served by Customer’s private switch to Company’s network when 9-1-1 is dialed. This ANI may represent an individual station or group of stations located together.
- D. Customer is responsible for verifying service address information of stations for insertion in the ALI database through MSAG provided by Company. Customer is responsible for coordinating with Company to provide address information in an industry standard format, and may provide telephone number and service address updates no more frequently than one time per day.
- E. Enterprise E9-1-1 Service information consisting of name, address and telephone number of private switch users is confidential. Customer is permitted to provide private switch user sub-location information; e.g., floor, room number, apartment number, etc.

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SECTION 5 –SERVICES (CONT'D.)

5.4 Enterprise E9-1-1 Service (Cont'd.)

5.4.2 Enterprise E9-1-1 Service Regulations, (Cont'd.)

- F.** Private switch users originating 9-1-1 calls using Company's Enterprise E9-1-1 Service forfeit the privacy afforded by nonlisted and nonpublished services offered by local exchange providers to the extent such information is furnished to the PSAP and/or to the Company.
- G.** Rates charged for Enterprise E9-1-1 Service do not include, and Company does not undertake, the tasks of constant inspection or monitoring of facilities to discover errors, defects or malfunctions in the service. It is the responsibility of Customer to conduct such operational tests as it deems necessary to determine if service is functioning properly for its use, and to report any errors, defects or malfunctions Customer discovers to the Company.
- H.** Company's liabilities for interruption, failure, errors, acts of omission or other occurrences related to the provision of Enterprise E9-1-1 Service shall be limited to the same extent as set forth elsewhere in this tariff regarding E9-1-1 Service.
- I.** Enterprise E9-1-1 Service information provided to a PSAP in connection with an emergency call shall be used solely for the purpose of public safety responding to emergency calls or to originate a call back to the party dialing 9-1-1.

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SECTION 5 –SERVICES (CONT'D.)

5.4 Enterprise E9-1-1 Service, (Cont'd.)

5.4.3 Enterprise E9-1-1 Service Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
Enterprise E9-1-1 Service Connection, each (minimum of two)	ICB	ICB
Database - Initial Installation	ICB	ICB
Database - Subsequent Addition of Station Records	ICB	ICB

Notes:

1. Separate charges, not specified in this tariff, are applicable for facilities used to connect from Customer's private switch to the Enterprise E9-1-1 Service Point of Connection on Company's network.
2. If Company is required to provide additional facilities from the Company's network to a PSAP or PSAPs in order to handle the E9-1-1 calls originating from Customer's private switch end users, the cost of such additional facilities will be the responsibility of Customer.

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

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

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

6.1.2 Basis for Cost Computation

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

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

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)

6.1 Special Construction (Cont'd.)

6.1.2 Basis for Cost Computation (Cont'd.)

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

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)

6.1 Special Construction (Cont'd.)

6.1.3 Termination Liability

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

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

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)

6.2 Non-Routine Installation and/or Maintenance

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

6.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer, or prospective Customer, for service that falls within this Special Arrangements section. Rates developed in response to such requests may be different for tariffed service than those specified for such service in this tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

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SECTION 7 - PROMOTIONAL OFFERINGS

7.1 General

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

7.2 Demonstration of Service

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

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SECTION 8 – CURRENT PRICE LIST

8.1 Return Check Charge

Per Check Returned: \$25.00

Issued Date:

Effective Date:

By:

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Intrado Communications Inc.

Attachment D

Financial Statements

Attached are the 2008 and 2009 Consolidated Statements of Operations, Consolidated Balance Sheets and Consolidated Statements of Cash Flows for the Company's parent company, West Corporation.

Complete copies of the West Corporation's Form 10-K for years ending December 31 2009 and December 31, 2008 may be viewed at <http://investor.shareholder.com/west/sec.cfm>.

Table of Contents

WEST CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
(AMOUNTS IN THOUSANDS)

	<u>Years Ended December 31,</u>		
	<u>2009</u>	<u>2008</u>	<u>2007</u>
REVENUE	\$2,375,748	\$2,247,434	\$2,099,492
COST OF SERVICES	1,067,777	1,015,028	912,389
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	907,358	881,586	840,532
OPERATING INCOME	400,613	350,820	346,571
OTHER INCOME (EXPENSE):			
Interest income	311	3,068	11,389
Interest expense	(254,103)	(313,019)	(332,372)
Other, net	1,015	(11,689)	2,007
Other expense	(252,777)	(321,640)	(318,976)
INCOME BEFORE INCOME TAX EXPENSE	147,836	29,180	27,595
INCOME TAX EXPENSE	56,862	11,731	6,814
NET INCOME	90,974	17,449	20,781
LESS NET INCOME (LOSS)—NONCONTROLLING INTEREST	2,745	(2,058)	15,399
NET INCOME—WEST CORPORATION	<u>\$ 88,229</u>	<u>\$ 19,507</u>	<u>\$ 5,382</u>
EARNINGS (LOSS) PER COMMON SHARE:			
Basic Class L	<u>\$ 17.45</u>	<u>\$ 12.78</u>	<u>\$ 11.08</u>
Diluted Class L	<u>\$ 16.67</u>	<u>\$ 12.24</u>	<u>\$ 10.68</u>
Basic Class A	<u>\$ (0.98)</u>	<u>\$ (1.23)</u>	<u>\$ (1.20)</u>
Diluted Class A	<u>\$ (0.98)</u>	<u>\$ (1.23)</u>	<u>\$ (1.20)</u>
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING:			
Basic Class L	9,954	9,901	9,865
Diluted Class L	10,409	10,334	10,236
Basic Class A	87,588	87,324	86,724
Diluted Class A	87,588	87,324	86,724

The accompanying notes are an integral part of these financial statements.

Table of Contents

WEST CORPORATION
CONSOLIDATED BALANCE SHEETS
(AMOUNTS IN THOUSANDS)

	December 31,	
	2009	2008
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 59,068	\$ 168,340
Trust and restricted cash	14,750	9,130
Accounts receivable, net	353,622	359,021
Portfolio receivables, current portion	7,973	64,204
Deferred income taxes	35,356	52,647
Prepaid assets	34,063	26,878
Other current assets	38,784	58,828
Total current assets	543,616	739,048
PROPERTY AND EQUIPMENT:		
Property and equipment	1,024,005	918,388
Accumulated depreciation and amortization	(690,738)	(598,236)
Property and equipment, net	333,267	320,152
PORTFOLIO RECEIVABLES, NET OF CURRENT PORTION		
	5,766	68,542
GOODWILL		
	1,665,569	1,642,857
INTANGIBLES, net		
	350,722	405,030
OTHER ASSETS		
	146,322	139,160
TOTAL ASSETS	\$ 3,045,262	\$ 3,314,789
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES:		
Accounts payable	\$ 63,859	\$ 70,028
Accrued expenses	278,694	343,922
Current maturities of long-term debt	25,371	25,283
Current maturities of portfolio notes payable	685	77,308
Income tax payable	—	11,097
Total current liabilities	368,609	527,638
PORTFOLIO NOTES PAYABLE, less current maturities		
	—	11,169
LONG-TERM OBLIGATIONS, less current maturities		
	3,607,872	3,832,367
DEFERRED INCOME TAXES		
	96,964	77,109
OTHER LONG-TERM LIABILITIES		
	64,561	69,094
Total liabilities	4,138,006	4,517,377
COMMITMENTS AND CONTINGENCIES (Notes 6, 8, 9, 10 and 17) CLASS L COMMON STOCK \$0.001 PAR VALUE, 100,000 SHARES AUTHORIZED, 9,971 and 9,908 SHARES ISSUED AND OUTSTANDING		
	1,332,721	1,158,159
STOCKHOLDERS' DEFICIT		
Class A common stock \$0.001 par value, 400,000 shares authorized, 87,999 and 87,334 shares issued and 87,991 and 87,326 shares outstanding	88	87
Retained deficit	(2,408,770)	(2,334,398)
Accumulated other comprehensive loss	(16,730)	(30,015)
Noncontrolling interest	—	3,632
Treasury stock at cost (8 Class A shares)	(53)	(53)
Total stockholders' deficit	(2,425,465)	(2,360,747)
TOTAL LIABILITIES AND STOCKHOLDERS' (DEFICIT)	\$ 3,045,262	\$ 3,314,789

The accompanying notes are an integral part of these financial statements.

Table of Contents

WEST CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(AMOUNTS IN THOUSANDS)

	Years Ended December 31,		
	2009	2008	2007
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 90,974	\$ 17,449	\$ 20,781
Adjustments to reconcile net income to net cash flows from operating activities:			
Depreciation	104,837	103,218	102,045
Amortization	83,510	80,270	80,775
Allowance for impairment of purchased accounts receivable	25,464	76,405	—
Unrealized (gain) loss on foreign denominated debt	(3,508)	5,558	—
Provision for share based compensation	3,840	1,404	1,276
Deferred income tax expense (benefit)	28,274	(26,446)	(8,917)
Debt amortization	16,416	15,802	14,671
Non cash (gain) loss on hedge agreements	(9,570)	17,679	—
Other	375	107	(195)
Changes in operating assets and liabilities, net of business acquisitions:			
Accounts receivable	(506)	(3,226)	14,713
Other assets	(17,669)	9,113	(9,497)
Accounts payable	(4,721)	(8,965)	8,753
Accrued expenses and other liabilities	(44,859)	(987)	39,492
Net cash flows from operating activities	<u>272,857</u>	<u>287,381</u>	<u>263,897</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Business acquisitions, net of cash acquired of \$8,631, \$9,601 and \$21,410	(31,711)	(493,556)	(291,760)
Collections applied to principal of portfolio receivables, net of purchases of \$1,722 \$45,403 and \$127,412	37,341	992	(60,485)
Purchase of property and equipment	(118,520)	(105,381)	(103,647)
Other	275	406	946
Net cash flows from investing activities	<u>(112,615)</u>	<u>(597,539)</u>	<u>(454,946)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of debt and bonds	—	134,000	300,000
Consideration paid to shareholders in exchange for stock	—	—	(170,625)
Principal repayments of long-term obligations	(25,284)	(24,949)	(23,618)
Net change in revolving credit facilities	(201,674)	283,167	—
Debt issuance costs	(7,968)	(10,315)	(2,299)
Proceeds from stock and stock options exercised including excess tax benefits	3,200	25	553
Repayments of portfolio notes payable, net of proceeds from issuance of notes payable of \$0, \$33,096 and \$108,812	(34,694)	(31,834)	33,064
Noncontrolling interest distributions	(4,131)	(7,120)	(13,165)
Payments of capital lease obligations	(1,293)	(949)	(1,032)
Other	—	(54)	(4,772)
Net cash flows from financing activities	<u>(271,844)</u>	<u>341,971</u>	<u>118,106</u>
EFFECT OF EXCHANGE RATES ON CASH AND CASH EQUIVALENTS	2,330	(5,420)	(42)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(109,272)	26,393	(72,985)
CASH AND CASH EQUIVALENTS, Beginning of period	168,340	141,947	214,932
CASH AND CASH EQUIVALENTS, End of period	<u>\$ 59,068</u>	<u>\$ 168,340</u>	<u>\$ 141,947</u>

The accompanying notes are an integral part of these financial statements.

Table of Contents

WEST CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
(AMOUNTS IN THOUSANDS)

	Years Ended December 31,		
	2008	2007	2006
REVENUE	\$2,247,434	\$2,099,492	\$1,856,038
COST OF SERVICES	1,015,028	912,389	818,522
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	881,586	840,532	800,301
OPERATING INCOME	350,820	346,571	237,215
OTHER INCOME (EXPENSE):			
Interest income	3,068	11,389	6,081
Interest expense	(313,019)	(332,372)	(94,804)
Other, net	(11,689)	2,007	2,063
Other expense	(321,640)	(318,976)	(86,660)
INCOME BEFORE INCOME TAX EXPENSE AND MINORITY INTEREST	29,180	27,595	150,555
INCOME TAX EXPENSE	11,731	6,814	65,505
INCOME BEFORE MINORITY INTEREST	17,449	20,781	85,050
MINORITY INTEREST IN NET INCOME (LOSS)	(2,058)	15,399	16,287
NET INCOME	<u>\$ 19,507</u>	<u>\$ 5,382</u>	<u>\$ 68,763</u>

The accompanying notes are an integral part of these financial statements.

Table of Contents

WEST CORPORATION
CONSOLIDATED BALANCE SHEETS
(AMOUNTS IN THOUSANDS)

	December 31,	
	2008	2007
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 168,340	\$ 141,947
Trust cash	9,130	10,358
Accounts receivable, net	359,021	289,480
Portfolio receivables, current portion	64,204	77,909
Deferred income taxes receivable	52,647	33,718
Other current assets	85,706	44,463
Total current assets	739,048	597,875
PROPERTY AND EQUIPMENT:		
Property and equipment	918,388	827,458
Accumulated depreciation and amortization	(598,236)	(528,813)
Property and equipment, net	320,152	298,645
PORTFOLIO RECEIVABLES, NET OF CURRENT PORTION	68,542	132,233
GOODWILL	1,642,857	1,329,978
INTANGIBLES, net	405,030	336,407
OTHER ASSETS	139,160	151,352
TOTAL ASSETS	\$ 3,314,789	\$ 2,846,490
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES:		
Accounts payable	\$ 70,028	\$ 60,979
Accrued expenses	343,922	245,044
Current maturities of long-term debt	25,283	23,943
Current maturities of portfolio notes payable	77,308	77,219
Income tax payable	11,097	2,895
Total current liabilities	527,638	410,080
PORTFOLIO NOTES PAYABLE, less current maturities	11,169	43,092
LONG-TERM OBLIGATIONS, less current maturities	3,832,367	3,452,437
DEFERRED INCOME TAXES PAYABLE	77,109	90,774
OTHER LONG-TERM LIABILITIES	69,094	47,523
Total liabilities	4,517,377	4,043,906
COMMITMENTS AND CONTINGENCIES (Notes 5, 7, 9 and 14)		
MINORITY INTEREST	3,632	12,937
CLASS L COMMON STOCK \$0.001 PAR VALUE, 100,000 SHARES AUTHORIZED, 9,908 and 9,898 SHARES ISSUED AND OUTSTANDING	1,158,159	1,029,782
STOCKHOLDERS' DEFICIT		
Class A common stock \$0.001 par value, 400,000 shares authorized, 87,334 and 87,223 shares issued and 87,326 and 87,223 shares outstanding	87	87
Retained deficit	(2,334,398)	(2,231,302)
Accumulated other comprehensive loss	(30,015)	(8,920)
Treasury stock at cost (8 and 0 shares)	(53)	—
Total stockholders' deficit	(2,364,379)	(2,240,135)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	\$ 3,314,789	\$ 2,846,490

The accompanying notes are an integral part of these financial statements.

Table of Contents

WEST CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(AMOUNTS IN THOUSANDS)

	Years Ended December 31,		
	2008	2007	2006
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 19,507	\$ 5,382	\$ 68,763
Adjustments to reconcile net income to net cash flows from operating activities:			
Depreciation	103,218	102,045	96,218
Amortization	80,270	80,775	40,762
Allowance for impairment of purchased accounts receivable	76,405	—	—
Unrealized loss on foreign denominated debt	5,558	—	—
Provision for share based compensation	1,404	1,276	28,738
Deferred income tax expense (benefit)	(26,446)	(8,917)	9,300
Debt amortization	15,802	14,671	3,410
Non cash loss on hedge agreements	17,679	—	—
Other	107	(195)	876
Minority interest in earnings, net of distributions of \$7,121, \$13,165 and \$18,998	(9,178)	2,234	(2,814)
Excess tax benefit from stock options exercised	—	—	(50,794)
Changes in operating assets and liabilities, net of business acquisitions:			
Accounts receivable	(3,226)	14,713	(41,744)
Other assets	9,113	(9,497)	(24,418)
Accounts payable	(8,965)	8,753	(7,750)
Accrued expenses and other liabilities	(987)	39,492	76,091
Net cash flows from operating activities	<u>280,261</u>	<u>250,732</u>	<u>196,638</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Business acquisitions, net of cash acquired of \$9,601, \$21,410 and \$108,150	(493,556)	(291,760)	(643,690)
Purchase of portfolio receivables, net of collections applied of \$46,395, \$66,927 and \$59,353	992	(60,485)	(55,207)
Purchase of property and equipment	(105,381)	(103,647)	(113,895)
Other	406	946	539
Net cash flows from investing activities	<u>(597,539)</u>	<u>(454,946)</u>	<u>(812,253)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of debt and bonds	134,000	300,000	3,200,000
Consideration paid to shareholders in exchange for stock	—	(170,625)	(2,790,911)
Principal repayments of long-term obligations	(24,949)	(23,618)	—
Consideration paid to stock option holders in exchange for stock options	—	—	(119,638)
Proceeds from private equity sponsors	—	—	725,750
Net change in revolving credit facilities	283,167	—	(220,000)
Debt issuance costs	(10,315)	(2,299)	(109,591)
Proceeds from the sale of stock and stock options exercised	25	553	18,540
Excess tax benefits from stock options exercised	—	—	50,794
Repayments of portfolio notes payable, net of proceeds from issuance of notes payable of \$33,096, \$108,812 and \$97,871	(31,834)	33,064	46,727
Payments of capital lease obligations	(949)	(1,032)	(6,313)
Other	(54)	(4,772)	4,485
Net cash flows from financing activities	<u>349,091</u>	<u>131,271</u>	<u>799,843</u>
EFFECT OF EXCHANGE RATES ON CASH AND CASH EQUIVALENTS	(5,420)	(42)	(131)
NET CHANGE IN CASH AND CASH EQUIVALENTS	26,393	(72,985)	184,097
CASH AND CASH EQUIVALENTS, Beginning of period	<u>141,947</u>	<u>214,932</u>	<u>30,835</u>
CASH AND CASH EQUIVALENTS, End of period	<u>\$ 168,340</u>	<u>\$ 141,947</u>	<u>\$ 214,932</u>

The accompanying notes are an integral part of these financial statements.

Intrado Communications Inc.

Attachment E

Intrado Communications Inc. State Certification Status

Attachment E

**Intrado Communications Inc. Certification Status
as of June 2010**

State	Date Authority to Provide Local Exchange/9-1-1 Service Approved	Address	email
Alabama	August 17, 2001	Alabama Public Service Commission P.O. Box 304260 Montgomery, AL 36130	darrell.baker@psc.alabama.gov
Alaska	Not applicable		
Arizona	Not applicable		
Arkansas	Not applicable		
California	July 20, 2002	California Public Utility Commission 505 Van Ness San Francisco, CA 94102	public.adviser@cpuc.ca.gov
Colorado	August 20, 2001	Colorado Public Utilities Commission Dept. of Regulatory Agencies 1560 Broadway, #250 Denver, CO 80202	Barbara.Fernandez@dora.state.co.us
Connecticut	July 16, 2001	Dept. Public Utility Control Ten Franklin Square New Britain, CT 06051	dpuc.information@po.state.ct.us
Delaware	April 17, 2008	Delaware Public Service Commission 861 Sliver Lake Blvd. Cannon Building, #100 Dover, DE 19904	david.bonar@state.de.us
District of Columbia	October 23, 2001	DC Public Service Commission 1333 H Street, N.W., #200 Washington, D.C. 20005	jnwude@psc.dc.gov
Florida	November 2, 2001	Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399	unknown
Georgia	Pending	Georgia Public Service Commission 244 Washington Street, SW Atlanta, GA 30334	gapsc@psc.state.ga.us
Hawaii	March 29, 2010	Hawaii Public Utilities Commission 465 South King St., #103 Honolulu, HI 96813	hawaii.puc@hawaii.gov
Idaho	August 6, 2001	Idaho Public Utilities Commission P.O. Box 83720 Boise, ID 83720	joe.cusick@puc.idaho.gov
Illinois	Not applicable		
Indiana	April 11, 2001	Indiana Utilities Regulatory Comm. National City Center 1010 W. Washington St., #1500E Indianapolis, IN 46204	ddravet@urc.IN.gov
Iowa	Not applicable		
Kansas	September 7, 2001	Kansas Corporation Commission 1500 SW Arrowhead Rd. Topeka, KS 66604	public.affairs@kcc.ks.gov
Kentucky	July 20, 2001	Kentucky Public Service Commission P.O. Box 615 Frankfort, KY 40602	psc.info@ky.gov
Louisiana	Pending	Louisiana Public Service Commission P.O. Box 91154 Baton Rouge, LA 70821	pam.meades@la.gov
Maine	Not applicable		
Maryland	March 20, 2002	Maryland Public Service Commission William Donald Schaefer Tower 6 St. Paul St., 16th Flr. Baltimore, MD 21202	unknown
Massachusetts	October 12, 2001	Massachusetts Dept. of Telecommunications & Cable 1000 Washington St, #820 Boston, MA 02118	unknown
Michigan	August 10, 2001	Michigan Public Service Commission P.O. Box 30221 Lansing, MI 48909	mpsc_commissioners@michigan.gov

Attachment E

**Intrado Communications Inc. Certification Status
as of June 2010**

Minnesota	November 21, 2001	Minnesota Department of Commerce 85 7th Place East, #500 St. Paul, MN 55101	telecom.commerce@state.mn.us
Mississippi	August 21, 2007	Mississippi Public Service Comm. P.O. Box 1174 Jackson, MS 39215	unknown
Missouri	December 21, 2001	Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102	pscinfo@psc.mo.gov
Montana	October 11, 2001	Montana Public Service Commission P.O. Box 202601 Helena, MT 59620	unknown
Nebraska	February 5, 2002	Nebraska Public Service Commission 1200 N Street, #300 Lincoln, NE 68508	gene.hand@nebraska.gov
Nevada	March 25, 2002	Public Utilities Comm. of 701 1150 E. William St. Carson City, NV 89	amcuneo@puc.nv.gov
New Hampshire	Not applicable		
New Jersey	Not applicable		
New Mexico	September 24, 2002	New Mexico Public Regulation Comm. P.O. Box 1269 Santa Fe, NM 87504	unknown
New York	December 24, 2002	New York State Public Service Comm. 3 Empire State Plaza Albany, NY 12223	Web_Questions@dps.state.ny.us
North Carolina	August 19, 2002	North Carolina Utilities Commission 4325 Mail Service Center Raleigh, NC 27603	chiefclerk@ncuc.net
North Dakota	October 4, 2001	North Dakota Public Service Comm. 600 E. Boulevard, Dept. 408 Bismarck, ND 58505	unknown
Ohio	March 19, 2009	Public Utilities Comm. of Ohio 180 E. Broad St. Columbus, OH 43215	unknown
Oklahoma	April 28, 2003	Oklahoma Corporation Commission P.O. Box 52000 Oklahoma City, OK 73152	unknown
Oregon	June 7, 2002	Public Utility Commission of Oregon P.O. Box 2148 Salem, OR 97308	puc.commission@state.or.us
Pennsylvania	August 1, 2008	Pennsylvania Public Utility Comm. P.O. Box 3265 Harrisburg, PA 17105	unknown
Rhode Island	January 29, 2002	RI Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	unknown
South Carolina	November 27, 2001	Public Service Comm. South Carolina 101 Executive Center Dr., #100 Columbia, SC 29210	contact@psc.sc.gov
South Dakota		Public Utilities Commission Capitol Building, 1st floor 500 E. Capitol Ave. Pierre, SD 57501	tina.douglas@state.sd.us
Tennessee	March 5, 2002	Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243	contact.tra@tn.gov
Texas	September 4, 2009	Public Utility Commission of Texas P.O. Box 13326 Austin, TX 78711	customer@puc.state.tx.us
Utah	June 18, 2002	Utah Public Service Commission Heber M. Wells Building 160 East 300 South Salt Lake City, UT 84114	unknown
Vermont	November 17, 2001	Vermont Dept. of Public Services 112 State Street, Drawer 20 Montpelier, VT 05620	vtdps@state.vt.us

Attachment E

**Intrado Communications Inc. Certification Status
as of June 2010**

Virginia	March 20, 2002 (as Intrado Communications Inc. of Virginia)	Virginia State Corporation Comm. Division of Communications P.O. Box 23218 Richmond, VA 23218	communications@scc.virginia.gov
Washington	May 15, 2003	Washington Utilities & Transportation Commission P.O. Box 47250 Olympia, WA 98504	wweinman@utc.wa.gov
West Virginia	March 28, 2007	Public Service Commission of West Virginia 201 Brooks St. Charleston, WV 25301	cranson@psc.state.wv.us
Wisconsin	March 26, 2002	Public Service Comm. of Wisconsin P.O. Box 7854 Madison, WI 53707	Gary.Evenson@wisconsin.gov
Wyoming	November 30, 2001	Wyoming Public Service Commission Hansen Building 2515 Warren Ave., #300 Cheyenne, WY 82002	wyoming_psc@state.wy.us

Intrado Communications Inc.

Attachment F

Biographies of Key Personnel

Intrado Communications, Inc.

**Attachment F
Biographies of Key Personnel**

George Heinrichs, President

George Heinrichs is Co-founder and President of Intrado. A recognized emergency services expert, Mr. Heinrichs has played a key role in the evolution of the nation's 9-1-1 network and continues to influence 9-1-1 public policy. For his sustained support and leadership as well as his contributions to public safety and communications, Mr. Heinrichs has received numerous awards, including the National Emergency Number Association (NENA) William H. Stanton National 9-1-1 Service Award, the NENA President's Award and the Denver Telecom Professional Executive of the Year. In 2005, Mr. Heinrichs received the Ernst & Young Entrepreneur of the Year Award for Technology.

Stephen Meer, Chief Technology Officer

Stephen Meer is the Co-founder and Chief Technology Officer of Intrado. He is also actively involved with the development of 9-1-1 public policy and is a valued advisor to government and industry organizations such as the FCC, the National Emergency Number Association (NENA), and the U.S. Department of Transportation. Mr. Meer is a charter-certified Emergency Number Professional (ENP), RCA Fellow, and an active member of NENA, APCO International, the Institute of Electrical and Electronics Engineers (IEEE) and the National Sheriff's Association. In 2005, Mr. Meer received the Ernst & Young Entrepreneur of the Year Award for Technology.

Craig W. Donaldson, Senior Vice President, Regulatory Affairs

Craig W. Donaldson is the Senior Vice President of Regulatory Affairs for Intrado and is responsible for the development of the Company's telecommunications-related policies that are advocated in state and federal forums.

Mr. Donaldson joined Intrado in 1997 and served as Intrado's General Counsel until the Company was acquired by West Corporation in April 2006. Before joining Intrado, Mr. Donaldson practiced law for nine years with an emphasis on trials and appeals and represented clients primarily in the media and telecommunications industries. Prior to that he worked at AT&T for six years and served for one year on the Colorado Commission Government Productivity under former Governor Roy Romer. Mr. Donaldson is a member of the Federal Communications Commission's Communications Security, Reliability and Interoperability Council, and serves on the Advisory Board for the University of Colorado's Silicon Flatirons Telecommunications Program and on the Board of directors of ATIS (Alliance for Telecommunications Industry Solutions).

**Intrado Communications, Inc.
Senior Executive Team**

Biographies (Continued)

Mary Hester, Executive Vice President

Mary Hester is the Senior Vice President of sales and service delivery for Intrado. In this role she leads Intrado teams responsible for sales and delivery of Intrado products and services to telecommunications carriers and public safety agencies in North America. She also oversees strategic planning, operations and customer satisfaction and is directly responsible for the provision of 9-1-1 services to carriers serving over 350 million subscribers.

Prior to assuming her current assignment, Ms. Hester was senior vice president of Intrado's Wireline Business. In this role she expanded and strengthened Intrado's relationships with Incumbent Local Exchange Carriers, VoIP carriers and direct customers.

Before that, she was vice president of wireless operations for Intrado. Ms. Hester joined Intrado in 1997 as manager of Intrado's Data Integrity Unit, where she made a significant contribution to improving 9-1-1 data quality.

Ms. Hester has an extensive public safety background that began with a 15-year career with the Boulder Regional Communications Center. Ms. Hester is a member of the National Emergency Number Association, and has received numerous civic awards for her dedication to public safety.

Carey F. Spence, ENP, Vice President, Regulatory Affairs

Carey F. Spence is the Vice President of Regulatory Affairs for Intrado Communications Inc. and is responsible for the company's regulatory, legislative, and policies initiatives. Ms. Spence was a founding member of the NENA Emergency Number Professional program and served as an officer on the Texas Emergency Number Association. She is an active member of APCO, NENA, the National Association of 9-1-1 State Administrators (NASNA), and served on several national committees and conference planning, and the National Conference of State Legislators. From 1989 to 2003, she held various management positions at the Texas Commission on State Emergency Telecommunications, including Deputy Director from 1998 to 2003, and is a graduate of the State of Texas Governor's Executive Management School. At Intrado Communications Inc., she leads a team of 9-1-1 professionals throughout the United States who provide support and information to 9-1-1 stakeholders, namely State Agencies, and Public Safety Answering Points (PSAPs), related to state legislative/statutory, administrative rules and tariffs, and cost recovery.

**Intrado Communications, Inc.
Senior Executive Team**

Biographies, (Continued)

Michael Nelson, Senior Technical Officer

As Senior Technical Officer, Mr. Nelson provides guidance for solution architecture, products, customer sales, and deployments. Mr. Nelson is active in various industry organizations including the National Emergency Number Association and American National Standards efforts with the Alliance for Telecommunications Industry Solutions (ATIS).

Previously, Mr. Nelson was Intrado's Vice President of Software Engineering. In that role, he was responsible for architecture, engineering, and development of Intrado's service offerings and software products. He has more than 26 years of experience in software development as well as extensive telecommunications and information technology experience in product development involving call processing, large databases, GIS functionality, client server system architecture, and monitoring and alarming systems. Mr. Nelson holds six patents related to emergency call services.

Prior to joining Intrado, Mr. Nelson held senior positions in software development at Qwest and U S West, including senior director of network systems, where he managed software development organizations related to telephony network design and operations. Mr. Nelson was a member of the technical staff at AT&T Bell Laboratories after earning a Master of Science degree in computer science from the University of Southern California and a bachelor's degree in computer science from Northern Arizona University. Mr. Nelson has been an active participant in American National Standards development bodies and was a member of the Federal Communications Commission (FCC) Network Reliability & Interoperability (NRIC) study of next generation 9-1-1 services.

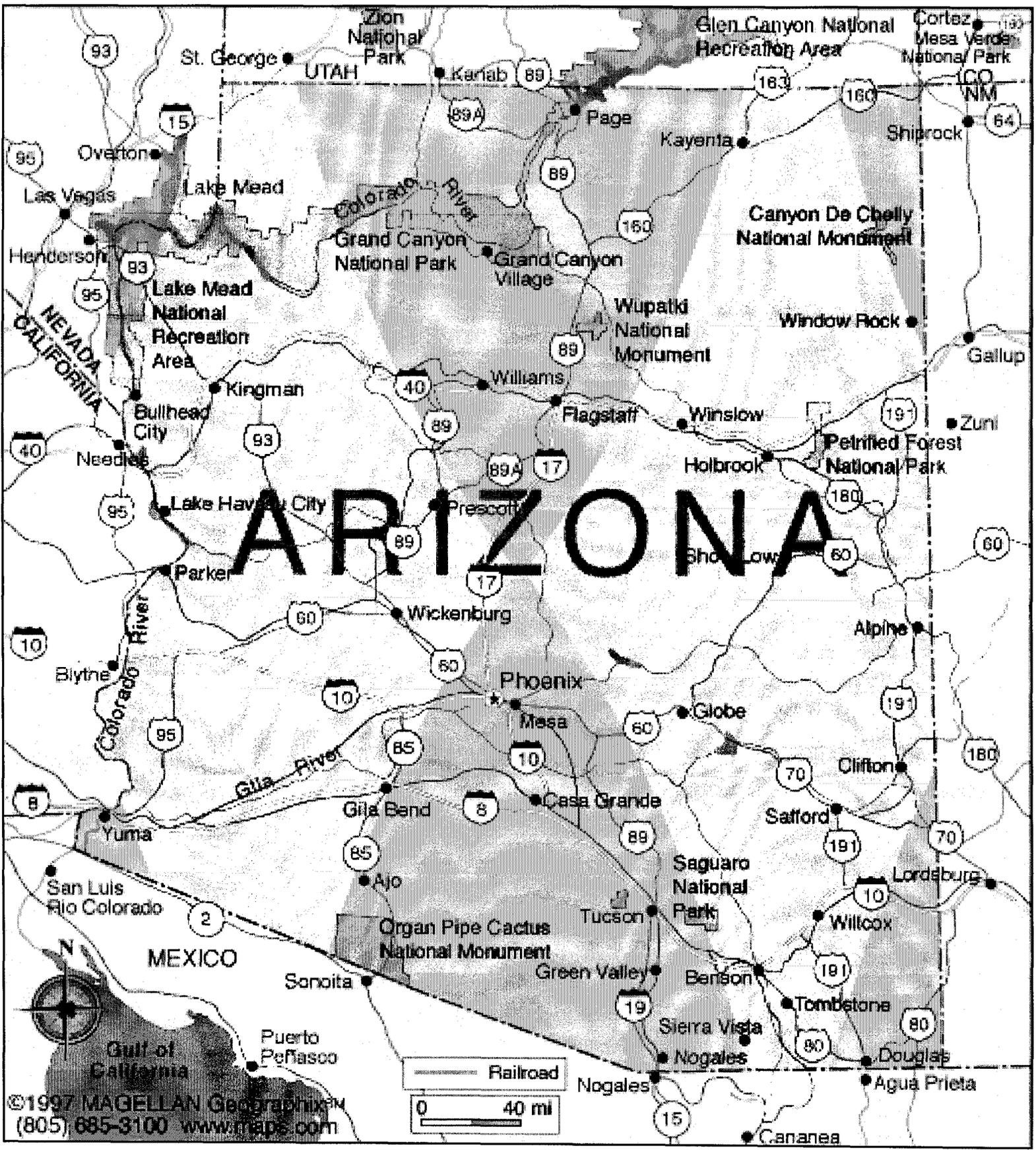
Sue Sipperley, Senior Director Financial Planning & Analysis

Sue Sipperley is the Senior Director of Financial Planning & Analysis for Intrado Communications Inc. and is responsible for the company's budgeting, forecasting and strategic financial planning. Ms. Sipperley is a Certified Public Accountant and has worked for Intrado for over 8 years. Prior to joining Intrado she was the CFO for GlobalCrossing Conferencing Division, and held a variety of financial management positions for GlobalCrossing over the course of 13 years. Prior to joining GlobalCrossing she was a senior auditor for KPMG, one of the big four audit firms. Sue graduated with honors with a BBA from Western Michigan University. Sue leads a finance team of nine individuals supporting all finance efforts for Intrado Communications Inc.

Intrado Communications Inc.

Attachment G

Arizona Map



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