

TERMS OF SERVICE

Strasburg Telephone Company
Colorado

Section 5
Original Sheet 1

MISCELLANEOUS SERVICE ARRANGEMENTS

A. DIRECT INWARD DIALING (DID) SERVICE

1. General

The Telephone Company will provide, subject to the availability of facilities, Direct Inward Dialing (DID) Service. DID service provides for the completion of local and toll calls to associated station numbers without intermediate handling by an attendant.

2. Rates

- a. The rates and charges for central office trunk associated with Direct Inward Dialing (DID) Service are as found below:

	<u>Monthly Rate</u>	<u>NRC</u>
(1) DID Facility Charge, Per Trunk	(1)	(1)
(2) DID Software Translation Charge, Per Trunk	N/A	\$50.00
(3) DID Number Assignment Charge (per number)	\$0.50	\$5.00 (2)

*Numbers sold in conjunction with DID Service only.

3. Conditions

- a. The service is furnished subject to the availability of Central Office facilities and compatibility of customer-provided equipment.
- b. The service includes central office switching equipment for in-dialing from the exchange and toll network directly to stations associated with customer premises equipment.

(1) See Sheet No. 22 of the Company's regulated tariff for associated PBX trunk rate and Sheet 31 of the Company's regulated tariff for the installation charge.

(2) Not applicable if installed with initial installation. Subsequent installations are subject to non-recurring costs.

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A. **DIRECT INWARD DIALING (DID) SERVICE** (Continued)

3. **Conditions** (Continued)

- c. The rates herein contemplate the use of standard Telephone Company equipment and serving arrangements and are in addition to rates and charges for the service with which it is furnished. When equipment or service of a special type is requested and provided, rates and charges are related to the costs involved to meet the individual requirements of each case.
- d. Operational characteristics of interface signals between the Telephone Company-provided connecting arrangements and the customer-provided equipment must conform to the rules and regulations the Telephone Company considers necessary to maintain proper standards of service.
- e. The Telephone Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provisioning of DID services render any facilities provided by the customer obsolete or require modification of such equipment or system, or otherwise affect its use or performance.
- f. Directory listings will be provided in accordance with the regulations of the "Directory Listings" section of this Tariff. DID numbers furnished herein are not entitled to free directory listings.
- g. Customer-provided equipment must be arranged by the customer to provide for the intercepting of assigned but unused station numbers.
- h. The customer being provided DID service will be responsible for all toll calls billed to the DID numbers.
- i. DID numbers will be sold in conjunction with DID service only.
- j. The assignment of the telephone numbers and the sequence of numbers assigned to a DID service is determined by the Company based on the rules established in FCC orders 00-104 and 01-362. The customer may request a sequential block of numbers to be placed into service at a later date. Non-Recurring Charges for DID numbers may apply to recover the cost of reserving the numbers. Reserved numbers can only be held for a maximum of six months. After six months, the reserved numbers must be placed into service for that specific customer or the numbers will be categorized as available for use by other customers.

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MISCELLANEOUS SERVICE ARRANGEMENTS

B. OFF-PREMISE EXTENSION (OPX) SERVICE¹

1. General

Off-Premise Extension (OPX) Service extends the central office dial tone going to a customer's premise to an additional location(s). This allows the customer to make or receive calls at either location using one telephone line (or number).

2. Description

Service may be provided by the company based on the following offerings:

a. Bridged at the Pedestal

OPX lines are furnished when the extension service is outside the building in which the associated main telephone number is located. The extension line runs from the pedestal or main building to the extension location. Any extension provisioned beyond the NID will be considered deregulated service.

b. Bridged at the Central Office

The Telephone Company will provide OPX Service (two access lines with the same telephone number) when the premises are on different cable routes and bridged at the central office. A Business line may be combined with a Residence line if the Residence service customer is associated with or is an employee of the business. When combining these two types of lines, the customer must subscribe to a B1 instead of an R1.

3. Special Conditions

a. OPX lines will be provided only when suitable facilities are and continue to be available; and is furnished subject to the ability of the company to provide satisfactory transmission and signaling arrangements. The offering of OPX does not contemplate the furnishing of additional or special equipment for the purpose of improving transmission. The company will determine when additional cost will be incurred for the provisioning of this service.

b. Customers must subscribe to Basic Local Exchange Access Service (R1 and/or B1).

¹ Off Premise Extensions provisioned in or through the Central Office are grandfathered to existing customers effective March 3, 2016. This version of the service will not be available to new customers after this date.

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MISCELLANEOUS SERVICE ARRANGEMENTS

B. OFF-PREMISE EXTENSION (OPX) SERVICE¹ (Continued)

3. Special Conditions (Continued)

- c. Under no circumstances will the company provide OPX Service to combine the services of two or more end users.
- d. OPX Service will only be provided within the Local Exchange.
- e. Where a special type of construction is desired by an Applicant or a specific route for OPX is requested to meet an Applicant's special requirements and where the construction or route so requested differs from the normal standards of the Company and is not legally required by ordinance, covenant, tract restriction or otherwise, the Applicant or Applicants served by such facilities shall be required to pay these additional costs in their entirety and in addition to any line extension charges required under this tariff.
- f. The end user must provide the right of way for the placement of such service.

4. Rates

a. Mileage Application

Mileage is measured in 1/4 mile increments and is the shortest direct airline distance between locations. Fractional 1/4 miles are treated as a full 1/4 mile increment.

- 1. Two Point Lines: The airline distance between two locations.
- 2. Multipoint Lines: The airline distance between the primary location and each secondary location.

¹ Off Premise Extensions provisioned in or through the Central Office are grandfathered to existing customers effective March 3, 2016. This version of the service will not be available to new customers after this date.

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MISCELLANEOUS SERVICE ARRANGEMENTS

B. OFF-PREMISE EXTENSION (OPX) SERVICE¹ (Continued)

4. Rates (Continued)

b. The following charges apply for OPX;

	Monthly Rate		Trans
	<u>Res</u>	<u>Bus</u>	<u>Code</u>
1. OPX Bridged at Pedestal - Up to the first 2 miles	\$5.00	\$7.25	OPBPR/OPBPB
2. OPX Bridged at Pedestal - Beyond 2 miles (Each additional 1/4 mile)	\$1.00	\$1.00	OPEMA
3. OPX Bridged in the Central Office	\$20.00	\$30.00	OPBCR/OPBCB

c. Service connection charges as specified elsewhere in this tariff.

¹ Off Premise Extensions provisioned in or through the Central Office are grandfathered to existing customers effective March 3, 2016. This version of the service will not be available to new customers after this date.

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MISCELLANEOUS SERVICE ARRANGEMENTS

C. N11 SERVICE

1. General Descriptions

211

211 Service ("211") is a three-digit local dialing arrangement available in specified areas for the delivery of community information and referral services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services.

311

311 Service ("311") is a three digit local dialing arrangement available in specified areas for the delivery of Non-Emergency Police and other Governmental information via voice grade facilities. Pursuant to Order 00-256; issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 311 code is assigned for access to non-emergency police and other governmental service information.

511

511 Service ("511") is a three digit local dialing arrangement available in specified areas for the delivery of transportation information via voice grade facilities. Pursuant to Order 00-256; issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 511 code is assigned for access to transportation information.

711

711 Service ("711") is a three digit local dialing arrangement available in specified areas for telephone transmission access to all Telecommunications Relay Service (TRS) entities as a toll free call. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 code is assigned for nationwide access to TRS entities.

811

811 Service ("811") is a three digit local dialing arrangement available in specified areas for state One Call Services that provide advance notice of excavation activities to underground facility operators. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 811 code is assigned as the national abbreviated dialing code to be used by One Call Notification systems for providing advanced notice of the excavation activities to member facility owners/operators.

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MISCELLANEOUS SERVICE ARRANGEMENTS

C. **N11 SERVICE** (Continued)

2. Terms and Conditions

- a. Calls placed to an N11 code will be routed to the point-to number based upon the central office switch where technically feasible.
- b. This service is provided subject to the availability of the N11 code.
- c. N11 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.).
- d. Limitations and use of service apply as stated in Section 2 of this Tariff.
- e. Directory listings may be provided for 211, 311, 511 & 811 at rates under the terms, conditions, and rates specified elsewhere in this Tariff. Directory Listings may be provided for 711 at no charge.
- f. Access to N11 is not available to the following classes of service:
 - 1+ (211, 311, 511 & 811 only)
 - 0+, 0-(credit card, third-party billing, collect calls),
 - 101XXXX,

In addition, operator assisted calls to the N11 subscriber will not be completed.

- g. The N11 subscriber is restricted from selling or transferring the N11 code to an unaffiliated entity, either directly or indirectly.
- h. N11 will not provide calling number information in real time to the N11 subscriber. If the N11 subscriber needs this type of information, the subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.

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MISCELLANEOUS SERVICE ARRANGEMENTS

C. **N11 SERVICE** (Continued)

2. **Terms and Conditions** (Continued)

- i. Calls to the N11 code that translate to a disconnected number will be routed to intercept the announcement facilities for a maximum of 60 days, when the N11 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to N11 from areas where N11 service is not being provided will be advised that the service is not available from their number.
- j. Disputes regarding geographic coverage by two or more N11 subscribers will be referred to the Colorado Public Utilities Commission.
- k. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The N11 subscriber will be billed the non-recurring charge when the service is provisioned by the Company.

If during this period, the N11 subscriber has failed to establish service or decides to discontinue service establishment, the N11 code will be recalled and the code will be considered available for reassignment. If the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived.

- l. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
- m. N11 Service is provided where facilities permit.
- n. The N11 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach community information and referral services provided by dialing N11.
- o. N11 will be provided under the following conditions:
 - (1) The N11 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to N11 without impairing the Company's general telephone service or telephone plant.
 - (2) The N11 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
 - (3) The N11 subscriber will be liable for, and will indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgements, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.

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MISCELLANEOUS SERVICE ARRANGEMENTS

C. **N11 SERVICE** (Continued)

2. **Terms and Conditions** (Continued)

o. N11 will be provided under the following conditions: (Continued)

(4) Suspension of N11 Service is not allowed.

(5) The N11 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via N11. If requested by the Company, the N11 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service.

(6) The Company will provide both oral and written notification when a N11 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of N11. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measures when the N11 subscriber make no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

p. The following conditions apply if the N11 subscriber provides a pre-recorded announcement:

(1) The N11 subscriber will provide announcements. The Company will provide only delivery of the call.

(2) The provision of access to the N11 network by the Company for the transmission of announcements or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.

(3) The N11 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.

(4) The N11 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.

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MISCELLANEOUS SERVICE ARRANGEMENTS

C. **N11 SERVICE** (Continued)

2. Terms and Conditions (Continued)

- q. The Company may take all legal and practical steps to disassociate itself from N11 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company’s discretion generates unacceptable levels of complaints by end users.
- r. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties in Company facilities and equipment or on equipment owned or leased by the subscriber.
- s. The Company, its employees, or its agents are not liable to any person for civil damages resulting from or caused by any act or omission in the development, design, installation, operation, maintenance, performance or provision of N11 service, except for willful or wanton misconduct.

3. Rates and Charges

- a. A Service Establishment charge will apply per point-to number.
- b. N11 subscribers will pay the normal tariffed charges for the local exchange access arrangements used for transporting and terminating messages at the N11 subscriber’s designated premises.
- c. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
- d. Charges applicable to the N11 Service are as follows:

	<u>Nonrecurring Charge</u>
(1) Service Establishment Charge	
• Per Point-to Number	\$20.00
(2) Central Office Switch Activation Charge	
• Per Central Office Switch Translated or Changed	\$85.00

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MISCELLANEOUS SERVICE ARRANGEMENTS

D. INTRA-EXCHANGE (LOCAL) PRIVATE LINE SERVICE

1. General

The Company will furnish and maintain Private Lines, where facilities are available and within the Exchange Area, for telephone communication between stations not connected to switching equipment.

2. Rates

Voice-grade service:

Monthly Rate

The initial one-half mile of circuit or fraction thereof \$ 2.50

Each additional one-fourth mile of circuit or fraction thereof 0.70

A service order charge and other charges for work performed apply in addition to the monthly rate. An exception is made when private line service is ordered in conjunction with other services; in that case, only one service order charge would apply.

Regulations, rates and charges as described elsewhere in these tariffs apply as appropriate.

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MISCELLANEOUS SERVICE ARRANGEMENTS

E. INTRALATA PRESUBSCRIPTION

1. General

IntraLATA Presubscription is a procedure whereby a customer designates to the Telephone Company the carrier which the customer wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a customer, who has presubscribed to an intraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

All intraLATA toll message calls are subject to IntraLATA Presubscription. An intraLATA toll message call is a completed call on the public switched network between the originating location and a terminating location within a given LATA, but outside the local service area of the originating location.

All 0- calls, calls to 1-HNPA-555-1212 or 555-1212, 411, 611, 911, Public Announcement Service calls (976-XXXX), and all local calls, including Extended Area Service (EAS) and Expanded Local Calling calls, are specifically excluded from IntraLATA Presubscription. Calls using the 500, 700, 800 series, or 900 service access codes shall be routed in accordance with the North American Numbering Plan.

IntraLATA Presubscription will become effective February 1, 1999.

2. IntraLATA Presubscription Options

Option A: Customer may select her/his existing intraLATA carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Customer may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Telephone Company's intraLATA carrier or the customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

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MISCELLANEOUS SERVICE ARRANGEMENTS

E. INTRALATA PRESUBSCRIPTION (Continued)

2. IntraLATA Presubscription Options (Continued)

Option D: Customer may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

3. Rules and Regulations

Customers of record on the effective date of this tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed. All customers of record will be initially presubscribed to the Telephone Company's intraLATA carrier.

Customers of record or new customers may select either Options A, B, C, or D for intraLATA Presubscription.

Customers may change their Option and/or their presubscribed IntraLATA toll carrier at any time subject to charges specified in Paragraph 5 below.

4. IntraLATA Presubscription Customer Notices

The Telephone Company will notify customers that IntraLATA Presubscription is available no later than fifty (50) days prior to implementation of IntraLATA Equal Access. The notice will contain a description of intraLATA toll presubscription, how to make an intraLATA toll presubscription carrier selection, a random list of carriers wishing to provide intraLATA toll service, a description of when and what charges apply related to the selection of an intraLATA toll carrier.

5. IntraLATA Presubscription Charges

a. Applications of Charges

Customers will be allowed to make an initial PIC and one (1) PIC change free of charge during the first one hundred and twenty (120) days following the implementation date. After either the initial PIC and one (1) free change or the lapse of the first one hundred and twenty (120) day period, charges will be levied for each subsequent change of IntraLATA PIC.

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MISCELLANEOUS SERVICE ARRANGEMENTS

E. INTRALATA PRESUBSCRIPTION (Continued)

5. IntraLATA Presubscription Charges (Continued)

a. Applications of Charges (Continued)

New local service customers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place on order with the Telephone Company for local exchange service. New customers will be allowed to make an initial PIC and one (1) PIC change free of charge during the first one hundred and twenty (120) days following the implementation date. After either the initial PIC and one (1) free change or the lapse of the first one hundred and twenty (120) day period, charges will be levied for each subsequent change of IntraLATA PIC. If the new customer is unable to make a selection, at that time, the new customer will be read a random listing of all available intraLATA toll carriers to aid their selection. If the new customer is still unable to make a selection, at that time, the Telephone Company will inform the new customer that he/she will be given one hundred twenty (120) days in which to inform the Telephone Company of an intraLATA toll presubscription carrier choice at no charge. The new customer will also be informed that the Telephone Company will assess a charge for any selections made after the one hundred twenty (120) day window and that until such a selection is made, the customer will be required to dial a carrier access code to route all intraLATA toll calls.

New customers who do not make an intraLATA toll carrier presubscription choice at the time the new customer places an order establishing local exchange service with the Telephone Company will not be presubscribed to any IntraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

After a customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth in Paragraph 5.b. will apply.

b. Nonrecurring Charges

(1) IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port \$1.25

(2) Simultaneous IntraLATA/InterLATA Change Charge

Per business or residence line, trunk, or port \$0.62

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MISCELLANEOUS SERVICE ARRANGEMENTS

F. UNIVERSAL EMERGENCY NUMBER SERVICE (911 SERVICE)

1. Rates

	Monthly <u>Rate</u>
Automatic Number Identification	No Charge
Network Trunking, Per Trunk	\$61.54
Database updates	No Charge

Regulations, rates and charges as described elsewhere in these tariffs apply as appropriate.

2. Description of Service

Universal Emergency Number Service is a telephone exchange communication service designed to permit persons in need of emergency assistance to dial a single, nationwide emergency telephone number, 911. The availability of universal Emergency Number Service depends upon the Emergency Service Agency (ESA) subscribing to an applicable 911 Service offered within its Service Area by local exchange telephone companies, and also depends on the ESA providing Emergency 911 Response to end users in the ESA's Service Area.

Due to the ubiquitous nature of the service, many times the ESA will be served by more than one local exchange telephone company in the provision of universal Emergency Number Service. When this occurs, one of the local exchange telephone companies will be designated as the Basic Emergency Service Provider (BESP), and will be certified by the Colorado Public utilities Commission to provide all telephone company services to the ESA. In a situation where multiple local exchange telephone companies participate in the provision of universal Emergency number Service, the ESA is the customer of the BESP. It is the responsibility of the BESP to acquire all necessary telecommunications services from other local exchange telephone companies as necessary.

The Company does not serve as the BESP in any of its exchange areas. Services identified in this tariff are available for purchase by the BESP providing service. Services will be provided by the Company subject to availability of facilities and equipment.

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MISCELLANEOUS SERVICE ARRANGEMENTS

F. UNIVERSAL EMERGENCY NUMBER SERVICE (911 SERVICE) (Continued)

2. Description of Service (Continued)

Database updates or Listings will be provided to the Database provider in order to maintain current end user information within the database.

The Company will provide database updates or listings at no charge. Database updates are made on an as-occurred basis within the time period specified in the contract between the Company and the BESP. In the event that no time period is specified, the Company will make the updates by the end of the second business day following the date of the change or notification of that change. updates are made for additions, deletions, moves or changes of an end user which affect the database. Database Listings are made on an as-needed basis as requested by the customer.

Temporary suspension of service is not provided for any part of the 911 Service.

3. Responsibility of the Company

The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to the BESP to enable the ESA's personnel to respond to such calls at the ESA's premises.

This service is offered solely as an aid in handling assistance calls in connection with fire, law enforcement and other emergencies and does not create any relationship or obligation, directly or indirectly to any persons other than the BESP contracting for 911 Service. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the BESP for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the BESP, ESA, or end user.

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the BESP, ESA, or end user or the failure of the facilities provided by the BESP, ESA, or end user, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by other sections of these tariffs. Where allowances on monthly charges for service features of 911 Service are involved, only those service features which are affected by the interrupted service shall be considered; and, further, only those main stations on the interrupted portion of a service shall be considered in determining the number of main stations affected.

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MISCELLANEOUS SERVICE ARRANGEMENTS

F. UNIVERSAL EMERGENCY NUMBER SERVICE (911 SERVICE) (Continued)

3. Responsibility of the Company (Continued)

Any 911 Service outage which exceeds four hours in length, and which is due to equipment failure or some other area which is under the responsibility of the Company, will be reported in writing to the Colorado Public Utilities Commission by the Company within three business days of the outage.

Where a 911 call is placed by the calling party via interconnection with an interexchange Carrier or operator service provider, the Company cannot guarantee the completion of said 911 call, the quality of the call or any features that may otherwise be provided with 911 Service.

No charge will be made to a calling party for calls to the 911 Service number.

A Central Office that is not currently equipped to transmit Automatic Number Identification (ANI) will not be modified to provide ANI only for 911 service.

The Company accepts no responsibility for obtaining end user record information from private telecommunications systems, such as PBX's or shared tenant services, unless provided to the Company by an end user. At the rates set forth herein, the Company will integrate any records provided to it by the end user in a database. However, by doing so, the company makes no representation or warranty regarding the accuracy of the data provided to it by an end user and shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of this data by an end user or to the ESA, which may be asserted by any person, business, governmental agency, or other entity against the Company.

4. Responsibility of BESP

The rates charged for 911 Service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The BESP shall make such operational tests as, in the judgment of the BESP, are required to determine whether the system is functioning properly for its use. The BESP shall notify the Company in the event the system is not functioning properly.

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MISCELLANEOUS SERVICE ARRANGEMENTS

F. UNIVERSAL EMERGENCY NUMBER SERVICE (911 SERVICE) (Continued)

5. Liability of the Company

911 Service information consisting of the names, addresses and telephone numbers of Subscribers whose listings are not published in directories or listed in the Directory Assistance records is treated as strictly confidential (except as indicated in the following).

The 911 calling party forfeits the privacy afforded by non-published and unlisted telephone number service to the extent that the telephone number, address and name associated with the originating station location may be furnished to a PSAP (Public Safety Answering Point). Information will be provided only for the purpose of responding to emergency calls.

The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of the 9-1-1 Service when any 9-1-1 call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide end user line data or ANI associated with multi-party lines, off-premise extension, or private telecommunications services, such as PBX's or shared tenant services or calls originating from an interexchange carrier or another LEC, or over Centrex lines or end user extended lines, or calls originating from cellular or other radio based communications systems.

The Company is not liable in cases where customer premise equipment will not allow for the completion of 911 calls.

The Company's entire liability to any person for interruption or failure of 911 service shall be limited to the terms set forth in this section and other sections of these tariffs, and to the provisions of any contracts between the BESP and the Company.

The Company's liability for any loss or damage arising from errors, interruptions, defects, failures or malfunctions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, 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.

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MISCELLANEOUS SERVICE ARRANGEMENTS

F. UNIVERSAL EMERGENCY NUMBER SERVICE (911 SERVICE) (Continued)

5. Liability of the Company (Continued)

Each end user, BESP and the ESA agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the end user, the BESP, ESA or by any other person or entity 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 end user, the BESP, the ESA or others.)

The ESA and the BESP also agrees to release, indemnify and hold harmless the Company 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, occasion or use of 911 Service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 Service hereunder.

In the absence of willful misconduct or gross negligence, the Company, its employees, agents or representatives shall not be liable for any death or injury to any person or for any damage to property as a result of or in connection with any situation in which the Company may be requested, be required, have undertaken or have participated with, in the tracing of a 911 call.

An end user whose service has been temporarily or permanently suspended will not be able to complete 911 calls.

TERMS OF SERVICE

Strasburg Telephone Company
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MISCELLANEOUS SERVICE ARRANGEMENTS

F. UNIVERSAL EMERGENCY NUMBER SERVICE (911 SERVICE) (Continued)

6. Definitions

9-1-1

A three digit telephone number to facilitate the reporting of an incident or situation requiring response by a public safety agency.

9-1-1 Service

9-1-1 Service is one of two forms of service, 9-1-1 Basic Service or 9-1-1 Enhanced Service.

Automatic Number Identification (ANI)

A feature designed to permit the number of a telephone from which a 911 telephone call is placed to be displayed on a display screen at the PSAP.

Basic Emergency Service Provider (BESP)

Any properly authorized local exchange provider who undertakes the aggregation and transportation of "911" calls from the local exchange provider to a Governing Body. The BESP is responsible for obtaining telecommunications services from other local exchange carriers as necessary in order to provide the telecommunications services requested by the ESA.

Basic 911 Service

A type of 911 Service which does not include the provision of the ANI feature or other enhanced features.

Calling Party

An individual who places a 9-1-1 call in an effort to request assistance of a public safety nature.

Central Office (CO)

A company facility that houses the switching and trunking equipment serving telephones in a defined area.

TERMS OF SERVICE

Strasburg Telephone Company
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MISCELLANEOUS SERVICE ARRANGEMENTS

F. UNIVERSAL EMERGENCY NUMBER SERVICE (911 SERVICE) (Continued)

6. Definitions (Continued)

Data Base

A collection of information organized in a computer to facilitate rapid search and retrieval. Data Base functions of 911 Service include ALI, Master Street Address Guide (MSAG), Emergency Service Number (ESN), and subscriber line data.

Emergency Service Agency (ESA)

The person or entity responsible for responding to certain 911 telephone calls within a specific geographical area (the ESA's Service Area).

End User

A subscriber of Basic Local Exchange Service from the Company.

Enhanced 911 Service

A type of 911 Service that includes the provision of the ANI feature and other features and services to permit the number of a telephone from which a 911 call is placed to be displayed in a display screen at the PSAP.

Local Exchange Telephone Company

A telephone company which has been authorized by the appropriate authority to provide local telephone service within a specific geographical area (an exchange area).

Public Safety Answering Point (PSAP)

A facility which is operated under the direction of the ESA for the purpose of receiving and directing 911 emergency calls.