

February 12, 2019

Ms. Luly Massaro, Commission Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, R.I. 02888

***Re: Communications Venture Corporation d/b/a INdigital  
Application for Authority to Operate as a Telecommunications Service Provider in  
Rhode Island***

Dear Ms. Massaro:

On behalf of Communications Venture Corporation d/b/a INdigital ("INdigital"), enclosed please find an original and three (3) copies of INdigital's Application as a Telecommunications Service Provider in Rhode Island. Also enclosed is a check made payable to "the State of Rhode Island," in the amount of \$300.00, for the filing fee.

INdigital respectfully requests confidential treatment of the financial statements attached to the Application and labeled as "Confidential" in the Exhibit D included in this filing. These financial statements constitute commercially sensitive and competitively significant financial and business information that is not otherwise available to the public.<sup>1</sup> We request that the Rhode Island Public Utilities Commission treat these documents as confidential information in accordance with the established procedures for confidential material.

Please direct any questions to our attention at 401-274-7200 or via e-mail at [ashoer@apslaw.com](mailto:ashoer@apslaw.com). Thank you for your assistance in this matter.

Very truly yours,



ALAN M. SHOER  
NICOLE M. VERDI

cc: Deborah Prather,  
Director-Regulatory Affairs

Enclosures

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<sup>1</sup> See R.I. Gen. Laws § 38-2-2(B).

**RHODE ISLAND PUBLIC UTILITIES COMMISSION**

	)	
	)	
In the Matter of	)	
	)	
<b>Communications Venture Corporation,</b>	)	
<b>d/b/a INdigital</b>	)	Docket No. _____
	)	
Application for Authority as a Class I, Class II,	)	
And Class VI Telecommunications Service	)	
Provider in the State of Rhode Island	)	
	)	

**STATEMENT OF BUSINESS OPERATIONS**

Communications Venture Corporation d/b/a INdigital (“INDigital” or “Applicant”), by its undersigned counsel and pursuant to the Rhode Island Public Utilities Commission (“Commission”) order in Docket No. 2129, hereby files this Statement of Business Operations (“SBO”) to authorize it to provide Class I competitive telecommunications services (and to the extent not encompassed by an authorization as a Class I provider, authorization to provide Class II and Class VI telecommunications services), including but not limited to facilities-based and resold local exchange telecommunications services and facilities-based and resold interexchange services, throughout the State of Rhode Island.

In support of this application, Applicant hereby provides the following information:

**a. Corporate name, complete address, telephone/fax numbers, e-mail address**

Communications Venture Corporation  
d/b/a INdigital  
1616 Directors Row  
Fort Wayne, IN 46808  
Tel: 877-469-2010  
Fax: 877-469-4329  
[info@indigital.net](mailto:info@indigital.net)

Applicant is a limited liability company organized under the laws of Indiana. Applicant’s Certificate of Incorporation is attached as **Exhibit A**. Attached as **Exhibit B** is Applicant’s authorization to transact business from the Rhode Island Secretary of State. Attached as **Exhibit C** is Applicant’s fictitious name statement.

**b. Local Company name, complete address, telephone/fax numbers, e-mail address**

Communications Venture Corporation  
d/b/a INdigital  
1616 Directors Row  
Fort Wayne, IN 46808  
Tel: 877-469-2010  
Fax: 877-469-4329  
[info@indigital.net](mailto:info@indigital.net)

**c. Business locations**

Applicant does not have a business office in the State of Rhode Island. Applicant will manage its Rhode Island operations from its corporate headquarters in Fort Wayne, Indiana. Applicant will notify the Commission if it opens a business office in the State of Rhode Island in the future.

**d. Service agent, complete address, telephone, address**

CT Corporation System  
450 Veterans memorial Parkway, Suite 7A  
East Providence, RI 02914  
Tel: 401-274-9100  
Toll Free: 800-336-3376

**e. Attorney of record**

Alan M. Shoer, Esq.  
Adler Pollock & Sheehan P.C.  
One Citizens Plaza, 8<sup>th</sup> Floor  
Providence, RI 02902-1345  
Telephone: 401-274-7200  
Fax: 401-751-0604/ 351-4607  
Email: [AShoer@apslaw.com](mailto:AShoer@apslaw.com)

**f. Corporate officers and major stockholders or partners holding a ten percent or greater equity interest.**

The Corporate officers of Applicant that may be reached at Applicant's principal place of business are:

**Officers:**

Mark Grady, President  
Eric Hartman, Executive Vice President of Business Development  
Jon Whirledge, Executive Vice President of Public Safety Policy and Operations  
Jeff Humbarger, Chief Financial Officer

The major stockholders holding a ten percent or greater equity interest are:

**Stockholders:**

New Paris Communications Corp.  
19066 Market St  
PO Box 116  
New Paris, IN 46553  
Steve Yeater General Manager  
(574) 831-2138

Springcom, Inc.  
400 East Main  
PO Box 208  
Springport, MI 49284  
Janet Beilfuss General Manager  
(517) 857-3100

Craigville Telephone Company  
2351 N. Main St.  
PO Box 38  
Craigville, IN 46731  
Lee Vongunten General Manager  
(260) 565-3131

Allendale Telephone company  
6568 Lake Michigan Dr  
Allendale, MI 49401  
Mike Osborne General Manager  
(616) 892-0123

**g. General description of operations.**

Applicant has been providing telecommunications services in the State of Indiana since 1995. The Company currently specializes in providing transitional E9-1-1 (E9-1-1) and Next Generation (“Next Gen”) 9-1-1 services and has been deploying these services in multiple states since 2005. Applicant is certified to provide service in Alabama, Florida, Georgia, Illinois, Kentucky, Louisiana, Michigan, Mississippi, Missouri, New Hampshire, Ohio, Tennessee, Texas, Vermont and Wisconsin, with applications pending in California and West Virginia. Applicant has not been denied requested certification in any jurisdiction, nor has any permit, license, or certificate been revoked by any authority. Applicant intends to do business using the name “INdigital”.

Applicant intends to focus on offering transitional Enhanced 9-1-1 (“E9-1-1”) and Next Gen 9-1-1 services to government agencies throughout the State of Rhode Island involved in administering and delivering emergency services using the universal 9-1-1 dialing code.

Applicant's service platform will facilitate refinements to 9-1-1 service that will allow the public and Public Safety Answering Points ("PSAPs") to use new technologies to support individual needs and methods of communicating, thereby creating more competitive options for the government in delivering 9-1-1. Applicant proposes to provide a way for the public to initiate a 9-1-1 call with voice, text or multi-media content. Calls will be routed from the originating service provider, between other 9-1-1 system service providers ("9-1-1 SSPs") and PSAPS that answer 9-1-1 calls for the local 9-1-1 authority. Applicant is an established provider with a strong record in the 9-1-1 industry.

In support of its financial qualifications, Applicant provides its most recent financial statements in a confidential portion as **Exhibit D**. Applicant requests confidential treatment of the financial statements.

**h. Description, in detail, of the customer service organization to be employed in serving customers.**

Applicant possesses the managerial qualifications to provide its proposed telecommunications services in Rhode Island. Applicant has also included biographies of its senior management team as **Exhibit E**. As you can see, just these individuals alone have 104 years of collective service in the telecommunications industry. Applicant has been providing telecommunications services since 1995 and provides telecommunications services in multiple states. Together, the senior management of Applicant and its highly-qualified technical staff will ensure that Applicant's operations will meet high standards for service quality and reliability.

**i. Customer service contact, complete address, telephone/fax numbers, e-mail address.**

Customers with billing or service inquiries may reach INdigital at its toll-free number, 1-877-469-2010. Customers may also contact INdigital at its headquarters at 1616 Directors Row, Fort Wayne, IN 46808. Customers also have the ability to submit an inquiry or issue a trouble ticket through INdigital's electronic trouble reporting system. In addition, the individual the Commission may contact regarding customer inquiries is:

Deborah Prather, Director Regulatory Affairs  
1616 Directors Row  
Fort Wayne, IN 46808  
Tel: 260-469-2010  
E-mail: [dprather@indigital.net](mailto:dprather@indigital.net)

**j. Regulatory complete address, telephone/fax numbers, e-mail address**

The Commission should contact the following person for questions regarding Applicant's ongoing operations, including but not limited to general regulatory questions:

Deborah Prather  
Director Regulatory Affairs  
INdigital  
1616 Directors Row  
Fort Wayne, IN 46808  
Tel: 260-469-2010  
E-mail: [dprather@indigital.net](mailto:dprather@indigital.net)

The Commission should contact the following person regarding Applicant's annual and other periodic reports and regulatory fees:

Jeff Humbarger, CPA  
Chief Financial Officer  
INdigital  
1616 Directors Row  
Fort Wayne, IN 46808  
Tel: 260-469-2010  
[jhumbarger@indigital.net](mailto:jhumbarger@indigital.net)

**k. Company website**

The Applicant's website is located at: [www.indigital.net](http://www.indigital.net)

**i. Public Interest Considerations**

Granting this application will promote the public interest by increasing competition in the provision of telecommunications services in Rhode Island. As demonstrated in this application, Applicant is financially, technically, and managerially qualified to provide telecommunications services in Rhode Island. Grant of Applicant's application is in the public interest as its entry into the Rhode Island market for telecommunications services will strengthen competition and broaden the availability of high-quality, low-cost services as well as contributing to the further development of the state's telecommunications infrastructure.

WHEREFORE, Communications Venture Corporation, d/b/a INdigital, respectfully requests that the Commission grant it authority to provide Class I, Class II and Class VI telecommunications services throughout the State of Rhode Island.

Respectfully submitted,

By: Mark Grady

## **LIST OF EXHIBITS**

<b>Exhibit A</b>	Certificate of Incorporation
<b>Exhibit B</b>	Authority to Transact Business
<b>Exhibit C</b>	Fictitious Name Statement
<b>Exhibit D</b>	Financial Statements [CONFIDENTIAL – TO BE SUBMITTED UNDER SEAL]
<b>Exhibit E</b>	Biographies of Key Individuals
<b>Draft Tariff</b>	
<b>Verification</b>	

**Exhibit A**

**Certificate of Incorporation and Good Standing**



State of Rhode Island and Providence Plantations  
Department of State | Office of the Secretary of State  
**Nellie M. Gorbea**, Secretary of State

## CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island and Providence Plantations, hereby certify that:

### **Communications Venture Corporation**

is a Business Corporation formed under the laws of **INDIANA**

that qualified to conduct business in this state on **May 12, 2017**. I further certify that revocation proceedings are not pending; a certificate of withdrawal has not been filed; all annual reports are of record and the corporation is active and in good standing with this office.

This certificate is not to be considered as a notice of the corporation's tax status, financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

February 01, 2019

Secretary of State



Certificate Number: 19020002730

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: dantonelli



Rhode Island Department of State  
**Nellie M. Gorbea**  
 Secretary of State

[HOME](#)
[BUSINESS PORTAL](#)
[ELECTIONS](#)
[CIVICS AND EDUCATION](#)

## Entity Summary

**ID Number: 001673746**
[Request certificate](#)
[New search](#)
**Summary for: Communications Venture Corporation**
**The exact name of the Foreign Corporation:** Communications Venture Corporation

**The fictitious name of:** INDigital **was filed on** 01-23-2019

**Entity type:** Foreign Corporation

**Identification Number:** 001673746

**Date of Qualification in Rhode Island:** 05-12-2017 **Effective Date:** 05-12-2017

**Organized under the laws of:** State: IN **Country:** USA

**The location of the Principal Office:**

Address: 1616 DIRECTORS ROW

City or Town, State, Zip, Country: FORT WAYNE, IN 46808 USA

**The mailing address or specified office:**

Address:

City or Town, State, Zip, Country:

**Agent Resigned:** [N](#)
**Address Maintained:** [Y](#)
**The name and address of the Registered Agent:**

Name: CT CORPORATION SYSTEM

Address: 450 VETERANS MEMORIAL PARKWAY, SUITE 7A

City or Town, State, Zip, Country: EAST PROVIDENCE, RI 02914 USA

**The Officers and Directors of the Corporation:**

Title	Individual Name	Address
PRESIDENT	MARK GRADY	1616 DIRECTORS ROW FORT WAYNE, IN 46808 USA
TREASURER	JANET BEILFUS	1616 DIRECTORS ROW FORT WAYNE, IN 46808 USA
SECRETARY	JANET BEILFUS	400 EAST MAIN PO BOX 208 SPRINGPORT, MI 49284 USA
DIRECTOR	BILL HONIGFORD	245 WEST THIRD STREET PO BOX 427 OTTOVILLE, OH 45876 USA
DIRECTOR	STEVE SHULTS	1616 DIRECTORS ROW FORT WAYNE, IN 46808 USA
DIRECTOR	BRENT GILLUM	1616 DIRECTORS ROW FORT WAYNE, IN 46808 USA
DIRECTOR	LEE VONGUNTEN	2351 N MAINT STREET PO BOX 38 CRAIGVILLE, IN 46731 USA
DIRECTOR	MIKE OSBORNE	207 E CEDAR ST PO BOX 360 HOUSTON, MN 55943 USA
DIRECTOR	NEIL LAYMON	426 NORTH WAYNE PO BOX 330 WARREN, IN 46792 USA
DIRECTOR	MIKE METZGER	65 WEST 3RD PO BOX 146 FORT JENNINGS, OH 45844 USA
DIRECTOR	CHRIS PHILLIPS	121 EAST MAIN STREET PO BOX 267 KALIDA, OH 45853 USA
DIRECTOR	STEVE YEATER	19066 MARKET STREET PO BOX 47 NEW PARIS, IN 46553 USA

**The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:**

Class of Stock	Series	Par value per share	Total Authorized	Total issued and outstanding
			No. of shares	No. of shares
CWP		\$ 0.1000	624,700	493,550
CWP		\$ 0.1000	500,000	0
CWP		\$ 0.1000	1,500,000	0

**Purpose:**

TELECOMMUNICATIONS

**North American Industry Classification System Code(NAICS):**

517919 All Other Telecommunications

**View filings for this business entity:**

ALL FILINGS  
Annual Report  
Annual Report - Amended  
Annual Report - Reinstatement  
Annual Reports - Prior to 2006  
Application for Amended Certificate of Authority

[Click here to access 2006 and 2007 annual reports filed prior to July 25, 2007. The corporate ID is required.](#)[View filings](#)[New search](#)

## **Exhibit B**

### **Authority to Transact Business**



State of Rhode Island and Providence Plantations  
**Department of State - Business Services Division**  
 148 W. River Street, Providence, Rhode Island 02904-2615  
 Phone: (401) 222-3040 | Email: corporations@sos.ri.gov | Website: www.sos.ri.gov

RI DEPT. OF STATE  
 BUSINESS DIV.  
 2017 MAY 12 PM 2:03

**Application for Certificate of Authority**  
**Foreign Business Corporation**  
 Filing and License Fee: \$310.00 minimum

Pursuant to the provisions of RIGL 7-1.2-1405, the undersigned foreign corporation hereby applies for a Certificate of Authority to transact business in the State of Rhode Island, and for that purpose submits the following statement:

1. The name of the corporation is:	
Communications Venture Corporation	
2. It is incorporated under the laws of:	Indiana
3. The name, if different, which it elects to use in Rhode Island is:	
<p>(a) If the name of the corporation in its jurisdiction of incorporation does not contain the word "corporation", "company", "incorporated", or "limited," or an abbreviation thereof, then list the name of the corporation with the addition of one of the above corporate endings for use in Rhode Island:</p> <p>(b) If the corporate name is not available in Rhode Island, then set forth below the fictitious name under which the corporation will qualify and transact business in Rhode Island as stated in the "Fictitious Business Name Statement" to be filed with this application:</p>	
4. The date of its incorporation is:	06/16/1995
And the period of its duration is: <b>CHECK ONLY ONE BOX</b>	
<input checked="" type="checkbox"/> Perpetual (on-going)	
<input type="checkbox"/> Date certain for dissolution _____	
5. The address of its principal office is:	
1616 Directors Row, Fort Wayne, IN 46808	

**FILED**  
 MAY 12 2017  
 BY AK 303585  
203

<b>6. The name and address of the initial registered agent/office of in Rhode Island:</b>			
Agent Name      C T Corporation System			
Street Address ( <u>NOT</u> a P.O. Box)      450 Veterans Memorial Parkway, Suite 7A			
City/Town East Providence	State <b>RHODE ISLAND</b>	Zip Code 02914	

<b>7. The purpose or purposes which it proposes to pursue in the transaction of business in Rhode Island are:</b>			
telecommunications and 911 system service provisioning			

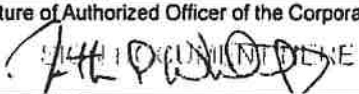
<b>8. (a) The names and respective addresses of its directors (optional, unless directors are required under the laws of the state or country of which it is incorporated):</b>			
NAME	ADDRESS		

Check the box to indicate an attachment. <input checked="" type="checkbox"/>		
<b>8. (b) The names and respective addresses of its principal officers (mandatory if directors are not required under the laws of the state or country of which it is incorporated):</b>		
OFFICE	NAME	ADDRESS
PRESIDENT		
VICE PRESIDENT		
TREASURER		
SECRETARY		

Check the box to indicate an attachment. <input checked="" type="checkbox"/>			
<b>9. The aggregate number of shares which it has authority to issue; itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:</b>			
NUMBER OF SHARES see attachment	CLASS	SERIES	PAR VALUE OR STATE NO PAR VALUE

10. (a) Estimate, in dollars, the value of all property to be owned by the corporation for the following year, wherever located:		
\$ 8,000,000 _____		
(b) Estimate, in dollars, the value of the corporation's property to be located within Rhode Island during the following year:		
\$ 0.00 _____		
(c) Estimate, as a percentage, the proportion that the estimated value of the property of the corporation to be located within this state during the following year bears to the value of all property of the corporation to be owned during the following year, wherever located. <i>Note: Divide (10b) by (10a) and multiply by 100 to obtain the percentage.</i>		
0 _____ %		
11. (a) Estimate, in dollars, the gross amount of business to be transacted by the corporation during the following year.		
\$ 20,000,000 _____		
(b) Estimate, in dollars, the gross amount of business to be transacted by the corporation at or from places of business in Rhode Island during the following year.		
\$ 20,000 _____		
(c) Estimate, as a percentage, the proportion of the gross amount of business to be transacted by the corporation at or from places of business in Rhode Island during the following year compared to the gross amount thereof which will be transacted by the corporation during the following year. <i>Note: Divide (11b) by (11a) and multiply by 100 to obtain the percentage.</i>		
less than 1.0 _____ %		
12. This application must be accompanied by a Certificate of Good Standing/Letter of Status issued by the proper officer of the state or country under the laws of which it is incorporated that is dated within 60 days of the filing of this document.		
13. Date when the Certificate of Authority will be effective: <b>CHECK ONLY ONE BOX</b>		
<input checked="" type="checkbox"/> Date received (Upon filing)		
<input type="checkbox"/> Later effective date (Date must be no more than 90 days from the day of filing) _____		
<i>Under penalty of perjury, I declare and affirm that I have examined this Application for Certificate of Authority, including any accompanying attachments, and that all statements contained herein are true and correct.</i>		
Signature of Authorized Officer of the Corporation 	Type or Print Name of Authorized Officer Jonathan P Whirlledge	Date 5/11/2017

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email [corporations@sos.ri.gov](mailto:corporations@sos.ri.gov).

## **Communications Venture Corporation - Officers**

<b>Title</b>	<b>Name</b>	<b>Address</b>
President	Mark Grady	1616 Directors Row, Fort Wayne, IN 46808
Chief Financial Officer	Jonathan Whirledge	1616 Directors Row, Fort Wayne, IN 46808
Vice President	Eric Hartman	1616 Directors Row, Fort Wayne, IN 46808
Secretary/Treasurer	Mark Bahnson	PO Box 187, Bloomingdale, MI 49026

## **Communications Venture Corporation - Directors**

<b>Title</b>	<b>Name</b>	<b>Address</b>
Chairman	Lee VonGunten	PO BOX 38 Craigville, IN 46731
Director	Mike Osborne	PO BOX 360 Houston, MN 55943
Director	Neil Laymon	PO BOX 330 Warren, IN 46792
Director	Mike Metzger	PO BOX 146 Fort Jennings, OH 45844
Director	Chris Phillips	PO BOX 267 Kalida, OH 45844
Director	Bill Honlgford	PO BOX 427 Ottoville, OH 45876
Director	Brent Gillum	PO BOX 408 Buffalo, IN 47925
Director	Janet Bellfuss	PO BOX 208 Springport, MI 49284
Director	Steve Yeater	PO BOX 116 New Paris, IN 46553

**Communications Venture Corporation**  
**- Authorized Shares**

<b>Class</b>	<b>Series</b>	<b>Authorized Shares</b>	<b>Par Value</b>
Class A Common Stock		624,700	\$0.10
Class B Common Stock	Limited Voting	500,000	\$0.10
	Non-Voting	1,500,000	\$0.10

**State of Indiana**  
**Office of the Secretary of State**

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

**COMMUNICATIONS VENTURE CORPORATION**

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on June 16, 1995, and was in existence or authorized to transact business in the State of Indiana on May 11, 2017.

I further certify this Domestic For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 11, 2017

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

1995060812 / 2017304735

Verify this certificate: <https://bsd.sos.in.gov/ValidateCertificate>



State of Rhode Island and Providence Plantations  
**Department of State | Office of the Secretary of State**  
**Nellie M. Gorbea**, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island  
and Providence Plantations, hereby certify that this document, duly executed in  
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as  
amended, has been filed in this office on this day:

May 12, 2017 02:03 PM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Nellie M. Gorbea  
*Secretary of State*



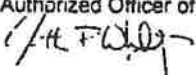
## **Exhibit C**

### **Fictitious Name Statement**

→ Filing Fee: \$50.00

**Fictitious Business Name Statement.**

Pursuant to the provisions of RIGL 7-1.2-402, the undersigned business corporation hereby submits the following statement for authority to transact business in the state of Rhode Island under a fictitious business name:

1. Entity ID Number <b>1673746</b>	2. Exact Name of the Corporation <b>Communications Venture Corporation</b>	
3. List the fictitious business name to be used: <b>INDigital</b>		
4. List the state or country the entity is incorporated: <b>Indiana</b>	5. List the date of incorporation: <b>6/16/1995</b>	
6. List the address of its registered office within Rhode Island: Street Address <b>450 Veterans Memorial Parkway Suite 7A</b>		
City <b>East Providence</b>	State <b>RHODE ISLAND</b>	Zip <b>02914</b>
7. List the business in which it is engaged: <b>9-1-1 System Service provider</b>		
8. Applicant is otherwise authorized to do business in the state of Rhode Island.		
<b>Under penalty of perjury, I declare and affirm that I have examined this Fictitious Business Name State and that the information contained herein is true and correct.</b>		
Name of Authorized Officer of the Corporation <b>Jon Whirlledge</b>		Date <b>1/18/2019</b>
Signature of Authorized Officer of the Corporation  <b>SIGN DOCUMENT HERE</b>		

RECEIVED  
SECRETARY OF STATE  
CORPORATIONS DIV  
2019 JAN 23 AM 10:16

**MAIL TO:**

Division of Business Services  
148 W. River Street, Providence, Rhode Island 02904-2615  
Phone: (401) 222-3040  
Website: [www.sos.ri.gov](http://www.sos.ri.gov)

10:16

**FILED****JAN 23 2019**

BY



If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email [corporations@sos.ri.gov](mailto:corporations@sos.ri.gov).

FORM 624 Corporation - Revised: 06/2016



State of Rhode Island and Providence Plantations  
**Department of State | Office of the Secretary of State**  
**Nellie M. Gorbea**, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island  
and Providence Plantations, hereby certify that this document, duly executed in  
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as  
amended, has been filed in this office on this day:

January 23, 2019 10:16 AM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Nellie M. Gorbea  
*Secretary of State*



**Exhibit D**

**Financial Statements**

**[CONFIDENTIAL TO BE SUBMITTED UNDER SEAL]**

## **Exhibit E**

### **Biographies of Key Individuals**

## Exhibit E

# Biographical Information on Key Individuals

### Mark Grady

#### Founder and President, Communications Venture Corp d/b/a INdigital

Mark Grady is the founder and president of INdigital, a competitive local exchange carrier and 9-1-1 network service provider based in Fort Wayne, Indiana. INdigital focuses on 911 operations and research and technology development. The company has created several new service platforms that improve public safety.

Mark has been active in the independent telecom sector since 1982. He has overseen the growth of New Paris Telephone (INDigital's parent company) and its related subsidiaries; lines of business; operating divisions and diversified investments. New Paris Telephone is a locally owned independent telephone company. The company has a long history of progress and innovation in the areas of switching and network operations and customer service. New Paris Telephone company was the first investor owned telecom utility to be deregulated by the Indiana Utility Regulatory Commission in 1990.

Mark was a member of the National Exchange Carrier Association (NECA) Board of Directors, and also served on the Average Schedule, Common Line and Subset III sub-committees. He is a past chairman of NECA Independent Services. He was also a member of the Alliance for Telecommunications Industry Solutions (ATIS) ordering and billing forum (OBF) following the enactment of the 1996 Telecommunications Act.

In addition to leadership in these industry and trade association venues, Mark is active in business development, and was instrumental in forming the Indiana Fiber Network (IFN) which is now owned by 21 Indiana telcos.

With his co-workers at INdigital, they have built a statewide IP-based public safety network for the Indiana State 911 Board, which is operated out of the Indiana State Treasurers Office. The network routes calls from 11 wireless providers to 137 public safety answering points (PSAPs) statewide.

Mark has extensive industry experience in almost all levels of the telephone and public safety industry, and is a National Emergency Number Association (NENA) Emergency Number Professional (ENP). Mark has served on more than 50 industry task forces, study committees, work committees and other industry association roles at the state and federal levels.

## Jon Whirledge

### Executive Vice -President of Strategic Development

Jon Whirledge is the EVP of Strategic Development at INdigital. Jon graduated from Grace College in May of 2007, with both a Bachelor of Science in Business Administration and a Bachelor of Science in Marketing.

In 2000, Jon joined New Paris Telephone as a student intern in the Finance and Accounting Department. In 2005, Jon joined the company in a full time capacity as a Financial Analyst where he managed the accounting activities for several subsidiary companies. During this time he became well versed in Telephone Cost Accounting and Part 32 Accounting rules and practices.

In March of 2007 Jon was named Chief Financial Officer of INdigital. During his time as CFO, Jon held full P&L responsibility for all divisions of the Corporation, as well as oversight of Human Resources, Legal and Regulatory activities. As a key member of the executive leadership team he provided leadership and direction to create and manage sustainable growth for INdigital.

Jon was instrumental in laying the financial and organizational groundwork for the growth of the company. As CFO he worked closely with the Board of Directors and management staff to manage strategic objectives for growth.

Beginning in September of 2018, Jon stepped into a new role in the company as EVP of Strategic Development. While remaining involved in all aspects of the company's management, this role is focused on establishing and ensuring the success of strategic partnerships.

In addition to his overseeing strategic partnerships, Jon continues works closely with the Legal and Regulatory teams to manage overall corporate risk.

## Eric Hartman

### Executive Vice-President of Business Development

Eric is the Executive Vice-President of Business Development of INdigital. Eric graduated from Tri-State University in 2001 with a Bachelor of Science in Computer Science and a Minor in Business Administration.

Eric joined INdigital in 2001 as a Data Service Technician and became highly experienced in working with VoIP service offerings, IP routing, Class 4 & 5 switching, PBX installation, data center management and customer support.

In 2005, Eric became the Product Manager for the Brightnet division of New Paris Telephone Company. As Product Manager, Eric was involved in all aspects of the business, including the

transition from legacy telephone service to VoIP services, deployment of a Metaswitch, new PBX systems installations, the creation of the Goshen fiber Network, and other types of business network service offerings.

Eric re-joined INdigital in 2007 as the Executive Vice President where he is part of the executive management and strategic planning team. He has led the sales and service teams from zero customers to greater than 30% market share for 9-1-1 IP based services.

## **Jeff Humbarger**

### **Chief Financial Officer**

Jeff Humbarger is the Chief Financial Officer of INdigital. Jeff graduated from Manchester College in May of 1992, with a Bachelor of Arts in Accounting. He went on to successfully pass the CPA exam and continues to hold his CPA certification.

In 1992, Jeff began his career at Kenneth Boseker, CPA, a CPA firm in Kendallville, IN. He was responsible for monthly, quarterly and annual accounting work for multiple clients. He also prepared 300+ individual income tax returns and multiple corporate returns. He was also responsible for all payroll tax returns and filings for clients.

In 2000, Jeff had the opportunity to return to his hometown bank and became the Chief Financial Officer of MarkleBank. He remained with the Bank through a merger in 2012 assuming the role of SVP/Treasurer of iAB Financial Bank, a \$1.1 billion bank. In this role, Jeff was a member of the Bank's senior management team and responsible for all budgeting, profitability analysis, investment portfolio, interest rate risk and liquidity management.

Jeff joined INdigital in October 2018 as Chief Financial Officer. Jeff has full Balance Sheet and Profit and Loss responsibility for all divisions of the Corporation. He is also responsible for budgeting and is a part of the executive management team. He provides leadership and direction for financial reporting at both the managerial and executive level.

Jeff is active in his community of Markle having served on the Markle Town Council for 12 years including President for the last 8 years. He is also a past President of the Markle Area Chamber of Commerce and a member of the Huntington County United Economic Development Board.

## **Deborah Prather**

### **Director Regulatory Affairs**

Deborah has 38 years of experience in the telecommunications industry and is a graduate of Illinois State University with a Bachelor of Arts degree in Psychology.

She joined GTE, now known as Verizon, in 1978, and has held various management positions, in retail sales, service, and wholesale services until 1996.

From 1996 – 1999, she was the Director over the E9-1-1 program for the Illinois Commerce Commission, the State regulatory agency. Deborah was responsible for all E9-1-1 related policies, rulemakings and regulatory proceedings. In addition to this, she oversaw regulatory compliance of the Illinois Telecommunications Access Corporation program for the hearing impaired and the Universal Telephone Assistance Corporation program for low income subscribers.

In 1999 Deborah left the Illinois Commerce Commission and joined Verizon as a Regional Manager for the 9-1-1 Service program. She was responsible for all 9-1-1 related service and regulatory matters for multiple states within the Verizon 32 state footprint. Her last territory consisted of 14 states located in the Midwest, Northwest, West Coast, and Eastern territories.

Deborah is an active member of the Illinois Telecommunications Association and chairs the Illinois Telecommunications Association's 9-1-1 Committee. She is also a member of the National Emergency Number Association and has served on various committees.

Deborah left Verizon in 2010 and joined INdigital Telecom as their Director of Regulatory Affairs and is responsible for all regulatory matters and filings and in negotiating commercial and interconnection agreements. Deborah is highly involved in carrier to carrier projects on a regular basis. She is also a member of the State of Illinois 911 Advisory Board.

# **Draft Tariff**

**RHODE ISLAND  
TELECOMMUNICATIONS  
TARIFF NO. 1**

**FOR**

**Communications Venture Corporation d/b/a INdigital**

**1616 Director's Row**

**Fort Wayne, IN 46808**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of emergency telecommunications services provided by Communications Venture Corporation d/b/a INdigital. This tariff is on file with the RHODE ISLAND Public Utility Commission, and copies may be inspected, during normal business hours, at the principal place of business of Communications Venture Corporation d/b/a INdigital, at the above-listed address. The tariff is also available online at [www.indigital.net/tariff](http://www.indigital.net/tariff)

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Issued: Effective:

Issued by: Mark Grady, C.E.O.  
1616 Directors Row  
Fort Wayne, IN 46808

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**EXPLANATION OF SYMBOLS**

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

- (I) Increase in rates
- (D) Decrease in rates
- (N) New rate or regulation
- (O) Omission
- (C) Change in text
- (T) Temporary rates and/or surcharges

**TARIFF FORMAT**

- A. Section Numbering** - Section numbers appear in the upper right corner of the Sheet. Sections are numbered sequentially; however, new sections are occasionally added to the tariff. When a new section is added between sections already in effect, a decimal is added. For example, a new section added between Sections 2 and 3 would be 2.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the RI PUC. For example, the 4th Revised Sheet 14 cancels the 3<sup>rd</sup> Revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current Sheet number on file with the RI PUC is not always the tariff Sheet in effect. Consult the Table of Contents for the Sheet 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).

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## 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 and delivering the 9-1-1 calls to PSAPs, using appropriate routing logic and delivering emergency response information such as ANI and ALI.

**Access Line** - The telecommunications line that connects a Local Exchange Carrier, or other Common Carrier, to the Local Exchange Carrier's customer location.

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

**Authorized User** - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

**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

**Bit** - The smallest unit of information in the binary system of notation.

**Call** – A generic term used to include any type of Request For Emergency Assistance (RFEA); and is not limited to voice.

**Call Bridging** - The act of adding an additional party to an existing call; i.e., the creation 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 Routing** – The process of delivering a 9-1-1 Call to the appropriate PSAP.

**Call Transfer** - The act of adding an additional party to an existing call; the creating 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.

**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** – Rhode Island Public Utility Commission.

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

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

**Customer** - The person, firm, corporation, municipality or governmental agency that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

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

**Customer Premises Equipment (CPE)** – Communications or terminal equipment located in the customer's facilities – Terminal Equipment at a PSAP.

**Database Management System (DBMS)** – A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification (ALI) for E9-1-1 systems.

**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 a 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.

**E9-1-1 Selective Router Trunk** – A trunk from an E9-1-1 Selective Routing Tandem which transmits the voice portion of a call for service to a PSAP and is capable of transmitting the ANI associated with the caller. 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.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

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**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 Call Routing Function (ECRF)** – A functional element in an ESInet that uses either civic address or geo-coordinates location information to route an emergency call toward the appropriate PSAP.

**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).

**Emergency Services IP Network (ESInet)** – An ESInet is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed. The term ESInet designates the network, not the services that ride on the network.

**Emergency Services Routing Proxy (ESRP)** – Enables accurate E9-1-1 call routing regardless of the network access used by the caller. It is a new-generation selective router that bridges the gap between conventional PSTN networks and VoIP networks.

**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.

**Geographic Information System (GIS)** – A system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

**Geospatial Routing** – The process by which 9-1-1 calls are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in the form of geo coordinates (longitude and latitude).

**Governing Authority** - The governing body of a state, county, city, city and county, town, or other governing body (e.g., the board of directors of a special district.) that oversees the 9-1-1 Service Provider(s) within the Governing Authority's jurisdiction.

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

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**i3** – A standard by which NENA defines functional and interface standards for NG9-1-1.

**i3 Logging** – An event and media logger. The Logging Service accepts log event records and media streams in a standardized form, stores them, and provides a standardized retrieval function for these records.

**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.

**INdigital** - INdigital, issuer of this tariff.

**Integrated Services Digital Network User Part (ISUP)** – A message protocol to support call set and release for interoffice voice call connections over SS7 Signaling.

**Internet Protocol (IP)** – The method by which data is sent from one computer to another on the Internet or other networks.

**Joint User** - A person, firm or corporation designated by the Customer as an End 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.

**Legacy Network Gateway (LNG)** – An NG9-1-1 Functional Element that provides an interface between a non-9IP originating network and a Next Generation Core Services (NGCS) enabled network.

**Legacy PSAP Gateway (LPG)** - The LPG is a signaling and media interconnection point between an ESInet and a legacy PSAP. It plays a role in the delivery of Calls that traverse an i3 ESInet to get to a legacy PSAP, as well as in the transfer and alternate routing of emergency calls between legacy PSAPs. The Legacy PSAP Gateway supports an IP (i.e., SIP) interface towards the ESInet on one side, and a traditional MF or Enhanced MF interface (comparable to the interface between a traditional Selective Router and a legacy PSAP) on the other.

**Legacy Selective Router Gateway (LSRG)** -The LSRG provides an interface between a 9-1-1 Selective Router and an ESInet, enabling calls to be routed and/or transferred between Legacy and NG networks. The LSRG is a tool for the transition process from Legacy 9-1-1 to NG9-1-1.

**Local Exchange Carrier (LEC)** - Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of RHODE ISLAND and the 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 subscriber to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service also provides access to and from the telecommunication network for long distance calling.

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**SECTION 1-DEFINITIONS (CONT'D.)**

**Location Database (LDB)** – The database maintained by the Next Generation 911 Provider that provides the PSAP with the Registered Location of the calling party. The LDB server retains all of the current information, functionality, and interfaces of today's ALI and can utilize the new protocols required in an NG9-1-1 deployment.

**Local Information** – The actual geo or civic location data independent of its containers, protocol, or reference mechanisms.

**Location Information Server (LIS)** – A functional element in an IP-capable originating network that provides locations of endpoints (i.e., calling device).

**Location Validation Function (LVF)** – A functional element in a Next Generation 9-1-1 Core Service where location information is validated against data in a GIS database.

**LoST (Location-to-Service Translation) Protocol** – A protocol used generally for location-based call routing. LoST in NG9-1-1, is used as the protocol for the ECRF and LVF.

**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.

**Mbps** - Megabits per second (millions of bits per second).

**Mobile Positioning Center (MPC)** – The MPC is a functional entity that provides an interface between the wireless originating network and the Emergency Services Network.

**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.

**Next Generation 9-1-1 (NG9-1-1)** – NG9-1-1 is a secure system comprised of hardware, software, data and operational policies and procedures with standardized interfaces to process all types of emergency calls, acquire and integrate additional data, and deliver the calls/messages and data to the appropriate emergency entities.

**NG9-1-1 Core Services (NGCS)** – The base set of services needed to process a 9-1-1 call using the standards and interfaces of i3. These services are enabled by the NGCS Functional Elements ESRP, ECRF, LVF, BCF, Bridge, Policy Store, Logging Services and typical IP services such as DNS and DHCP. The term NG9-1-1 Core Services includes the services and not the network on which they operate.

**NG9-1-1 Database** – ALI Database, Geographic Information System (GIS) and/or the Location Information Server (LIS).

**NGCS Functional Elements** – Any of the components of the NENA i3 specification that provide defined functions in delivering geospatial routing of 9-1-1 calls. These include but are not limited to ESRP, ECRF, LVF, BCF, SI, Policy Stre, and i3 Logging Services.

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

**Originating Service Provider** – The entity that provides service to the public, which the public caller uses to initiate a 9-1-1 call for emergency assistance.

**Point of Interconnection (POI)** – A physical demarcation between an originating carrier network and an NG9-1-1 network.

**Point of Presence (POP)** – Point of presence.

**Premises** – The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**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.

**Protocol Internworking Function (PIF)** -That functional component of a Legacy Network Gateway or Legacy PSAP Gateway that interworks legacy PSTN signaling such as ISUP or CAMA with SIP signaling.

**Pseudo Automatic Number Identification (pANI)** – Also known as an ESRK (Emergency Service Routing Key) or ESQK (Emergency Service Query Key). A 10-digit number used in place of the actual ANI, and which is 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 RHODE ISLAND that provides or has the authority to provide firefighting, law enforcement, ambulance, emergency medical, or other emergency services.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**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 severe irreparable damage to property.

**Public Safety Answering Point (PSAP)** - A facility equipped and staffed to receive 9-1-1 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only. PSAPs are staffed by and operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

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

**Reseller of Local Exchange Service (Reseller)** - For the purpose of this tariff, a Reseller of Local Exchange Service is providing Local Exchange Service.

**Selective Routing** - The routing of a 9-1-1 call from an E9-1-1 Selective Router Tandem to the appropriate PSAP based upon the ANI or pANI associated with the caller dialing 9-1-1.

**Service** - Any means of service offered herein or any combination thereof.

**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.

**Session Initiation Protocol** - A defined protocol that defines a method of establishing multimedia sessions over the Internet. Used as the call signaling protocol in VoIP, i2 and i3.

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## **SECTION 1 - DEFINITIONS (CONT'D.)**

**Shared Facility** - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**Spacial Interface** – The interface between the GIS provided information and the functional elements that use GIS data such as the ECRF and/or LVF.

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

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

**Time Division Multiplexing (TDM)** – A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.

**RI PUC** – RHODE ISLAND Public Utility Commission.

**Voice over Internet Protocol (VoIP)** - VoIP describes voice calls that are transmitted, in whole or in part via a data network using Internet protocol.

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## 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 RHODE ISLAND.

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.

#### 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.

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## SECTION 2 – REGULATIONS (CONT'D.)

### 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.3 Terms and Conditions (Cont'd.)

- C. Minimum Period** - Service is provided on month-to-month or on a term agreement basis. The minimum term period is one (1) year unless otherwise specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement.
- D. Continuation of Service** - Except as otherwise stated in this tariff or an Agreement for Services, 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, 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 RHODE ISLAND 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 the service. Company's services are offered solely to assist Customer in providing E9-1-1 Emergency Service in conjunction with applicable fire, police, and other public safety agencies. 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 9-1-1 Services other than an act or omission constituting 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.

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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.
  - .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, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stop Sheets 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;

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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. (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.

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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 RI PUC does not constitute a determination by the RI PUC that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the RI PUC 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.

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**SECTION 2 - REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.5 Notification of Service Affecting Activities**

The Company will comply with the RI PUC's rules and regulations regarding notification of service affecting activities.

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

**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 Agreement for Services, 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.

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**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.

**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 RI PUC 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 End 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.
- 2.2.3** The Company may block any signals being transmitted over the Company's network by Customers that cause interference to the Company or other End 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 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 Nonrecurring Charges for installation as stated in this tariff or the Agreement for Services may apply.

**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 Agreement for Services with the Company; complying with the Agreement for Services 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 an Agreement for Services with the Customer.

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**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's 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.

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**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, invitees, 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 Agreement for Services, 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 End 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 Agreement for Services including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or End User 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 End 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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**SECTION 2 - REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

An End User 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. An End User 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 Network Interface Device (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.

## **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 Agreement for Services 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 End User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Customers may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff or the Agreement for Services only to the extent that the End User, for purposes of this subsection 2.4.4.D only, is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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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.

**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.** The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions.
- B.** Municipal excise taxes are billed as separate line items and are not included in the quoted rates for service. These items are not included in the quoted rates for service.

**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.** Non-usage sensitive charges will be billed monthly, in advance of the use of the service, and are due within thirty (30) days of the invoice date.
- B.** Usage-sensitive charges, if any, will be billed monthly, after the service has been rendered, and are due within thirty (30) days of the invoice date.
- C.** Customers will only be charged once for any Nonrecurring Charge.
- D.** Upon termination of service, the Customer's final invoice (bill) will be rendered with the next bill cycle.

## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Payment Arrangements (Cont'd.)**

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

- E.** 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.
- F.** Late Payment Fee. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due 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%.

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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. Adjustments or credits for billing errors may be made to the known date of the error or for a period of one year, whichever is shorter.
- 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 contact the RHODE ISLAND Public Utility Commission to file a formal written complaint.
- C.** If a customer files a formal complaint with the RI PUC, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- D.** The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- E.** If the Company and the Customer are unable to mutually determine the amount that is not in dispute, then the Company may require the Customer to pay up to 50% of the amount that is in dispute.

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**SECTION 2 - REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****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.

**2.6 THIS SECTION IS RESERVED FOR FUTURE USE****2.7 THIS SECTION IS RESERVED FOR FUTURE USE**

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**SECTION 2 - REGULATIONS (CONT'D.)****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 RI PUC that the termination liability imposed by the Company is approved or sanctioned by the RI PUC. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

## 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 Service Order Agreement 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 Agreement for Services, all notices or other communications required to be given pursuant to this tariff or the Agreement for Services 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 Emergency Service Areas**

#### **Legal Descriptions and Maps**

The Company hereby mirrors the Map and Legal Description of the exchanges by Incumbent Local Exchange Carriers identifying their service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis.

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## **SECTION 4 - SERVICE CHARGES AND SURCHARGES**

### **4.1 Service Order Agreements and Change Charges**

#### **4.1.1 General**

Nonrecurring Charges apply to processing Service Orders Agreements for new service and for changes in service.

**Moves, Changes, Additions** - Applies to Customer-initiated request to move, change or make additions to existing service.

**Record Order Change Charge** - For Customer-initiated request involving changes in Company records.

#### **4.1.2 Rates**

Moves, changes of additions: ICB

Record Order Change Charge: \$50

Note: ICB charge will be determined based upon the specific quantity and requirements of the Customers' requested changes.

## SECTION 5 - EMERGENCY 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 any device capable of originating a voice or text-based call to 9-1-1.

9-1-1 Emergency Services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in the other providers' networks. 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 includes a comprehensive data management and delivery service.

9-1-1 ALI Services provide PSAPs more control over ALI data management accurate data and reporting. 9-1-1 ALI Services allow Customers to optimize their 9-1-1 operations. 9-1-1 ALI Services offers features such as "drill down" metric reporting capabilities for wireline, wireless, and 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 is legally authorized to order 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.

**SECTION 5 - EMERGENCY 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 more control over 9-1-1 call routing operations. INdigital's solution 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 non-traditional voice networks. In addition to processing traditional TDM voice traffic, 9-1-1 Routing Service also provides IP based call processing capabilities.

INdigital's 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. VoIP Service Providers capable of providing calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service.

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

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

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

The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI or pANI to a physical location. Then associating that location to an ESN which represents the PSAP which serves that area. The ESN identifies the PSAP and possible alternative destinations for a call for service.

**Trunk Only Routing**

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

**Default Routing**

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

**PSAP Disaster Routing**

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

**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.1 9-1-1 Emergency Services (Cont'd.)****5.1.2 9-1-1 Routing Service Features (Cont'd.)****C. 9-1-1 Transfer Options****E9-1-1 Transfer**

E9-1-1 transfer is a feature that enables a PSAP call taker to perform a supervised transfer of 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. During the transfer, the 9-1-1 PSAP remains on the line with the caller.

**Manual Transfer**

A PSAP call taker may perform a supervised transfer on an incoming call manually by manually dialing the transfer code then dialing an appropriate seven or 10-digit telephone number.

**D. Alternate Routing**

The Overflow Call feature enables the Customer to designate an alternate call center to handle calls for service if all of the trunks to the Customer are busy.

**E. Network PSAP Toolkit (NPTK)**

The NPTK delivers reporting information for all 9-1-1 calls received at a PSAP. The information includes the ANI received from a 9-1-1 call, the identity of the incoming trunk. Whether the call originated from a wire line, wireless or VoIP device. If wireless, whether the handset was non-initialized or not. The NPTK also maps the location of incoming E9-1-1 calls.

**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.1 9-1-1 Emergency Services (Cont'd.)****5.1.3 9-1-1 ALI Services****A. MSAG Management**

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

**B. MSAG Services**

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

**C. Subscriber Record Management**

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

**D. ALI Database Updates**

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

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

**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.1 9-1-1 Emergency Services (Cont'd.)****5.1.3 9-1-1 ALI Services (Cont'd.)****F. Misroute Resolution**

An E9-1-1 call misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. INdigital investigates misrouted call reports and refers each misroute report to the appropriate carrier for resolution.

**G. 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. INdigital will resolve or refer each NRF to the respective TSP for resolution.

**H. Local Number Portability (LNP) Processing**

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

**I. ALI Delivery**

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

**J. Data Support of Wireless and VoIP E9-1-1**

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

**K. ALI status and error reporting**

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

**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.1 9-1-1 Emergency Services (Cont'd.)****5.1.4 9-1-1 Exchange Access**

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

**5.1.5 Legacy Gateway Ports**

Legacy gateway port charge (conversion from TDM to IP).

**5.1.6 Diverse Facility Routing**

Upon Customer request, and where facilities are available, INdigital 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.

**5.1.7 Hosted ANI/ALI Controller Port**

Subject to availability, a port that provides access to Company hosted customer premise equipment.

**SECTION 5 - EMERGENCY 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 calls 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 - EMERGENCY 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.** That all 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day per week basis.
- B.** That the Customer has responsibility for dispatching the appropriate emergency services or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
- C.** That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
- D.** That the Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

**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 subscriber address information and application of appropriate jurisdictional responsibility.
- C.** Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location.

**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd)**

- 5.2.11.** When 9-1-1 Routing is provided, the Customer is responsible for identifying a primary and secondary PSAP. All overflow calls will be delivered to a PSAP even when all of the Customer's trunks are busy.
- 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 more accurately identifying, updating and/or verifying the addresses of subscribers within the Customer's serving areas in connection with the Customer's provision of emergency response services.
  - B.** Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
  - C.** Customer shall use due care in providing for the security and confidentiality of the information.
  - D.** Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

**SECTION 5 - EMERGENCY SERVICES (CONT'D)****5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd)**

**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 anyone 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 - EMERGENCY 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 Per Answering Position	ICB	ICB
9-1-1 ALI Services per 1000 Population	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
Hosted ANI/ALI Controller Per Answering Position	ICB	ICB
Legacy Gateway Ports Per Answering Position	ICB	ICB
Diverse Facility	ICB	ICB

## Note:

1. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of E9-1-1 Emergency Service to the Customer.
2. ICB pricing to be determined based upon unique service configuration requirements for each Customer including, but not limited to, term of agreement, volume of subscribers served, and proximity of Customer to Company facilities.
3. Hosted ANI/ALI Controller Service offering is subject to availability of Company hosted customer premise equipment.

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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;
- D. or 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;
  - .4 and rights of way and/or any required easements
- B. Cost of maintenance.

## **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 Agreement for Services 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** tariffs or Agreement for Services 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.

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## **SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)**

### **6.1 Special Construction (Cont'd.)**

#### **6.1.3 Termination Liability**

- 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 RI PUC that the termination liability imposed by the Company is approved or sanctioned by the RI PUC. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

**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 quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

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**SECTION 7 - EMERGENCY SYSTEM LISTING EXTRACTS****7.1 General**

The Company offers Emergency System Listing Extract (ESLE) service to support the ability of Customers to make broadcast notification calls to areas under their respective jurisdictions in the event of Public Emergencies.

**7.2 ESLE Regulations**

**7.2.1.** ESLE service is offered for the purpose of permitting Customers to make broadcast notifications to particular geographic areas and the associated local telephone numbers in those areas in the event of Public Emergencies. Customers ordering ESLE service must provide the Company with written certification of their authority to make Public Emergency notifications.

**7.2.2.** Customers may not use ESLE data in connection with E9-1-1 Emergency Service.

**7.2.3.** The Company will provide 10-digit telephone numbers and associated addresses to the extent such information is present in the Company's ALI database.

**7.2.4.** ESLE service will include ALI information obtained by the Company from the Local Exchange Carriers providing Local Exchange Service in a PSAP's jurisdiction. ESLE service includes ALI information obtained from entities that operate PBXs and have requested that appropriate information be maintained in the Company's ALI databases.

**7.2.5.** The ESLE data may not be reproduced in any manner without the express written consent of the Company. Upon request the Customer will return all ESLE information to the Company or certify that the information has been destroyed.

**7.2.6.** The Company will provide ESLE only for the jurisdictional area where a PSAP is authorized to provide emergency services.

**7.3. ESLE Features****7.3.1. Data Elements**

The following data elements, where they exist in the ALI database, will be provided on each data record supplied to the Customer for ESLE service:

Telephone Number  
Service Address  
Class of Service

**SECTION 7 - EMERGENCY SYSTEM LISTING EXTRACT (CONT'D.)****7.3 ESLE Features (Cont'd.)****7.3.2. Full Extract**

The initial or subsequent extraction of all records in the ALI database that are in the requesting Customer's service area. Full Extracts are available only on a monthly basis.

**7.3.3 Incremental Update**

An extract containing only additions, deletions and modifications of records in the ALI database since the last Full Extract or Incremental Update that was provided to the Customer. Incremental Updates are available on a weekly or monthly basis.

**7.4. ESLE Rates and Charges**

	<u>Nonrecurring Charge</u>	<u>Recurring Charge</u>
Full Extract of ESLE data	\$480.00	-
Subsequent Full Extracts of ESLE data:	-	\$300.00
Incremental Updates	-	\$200.00

**Note:**

1. Customer may order: (a) an initial Full Extract; (b) an initial Full Extract with subsequent monthly Full Extracts; or (c) an initial Full Extract with Incremental Updates on a monthly or weekly basis.
2. A Nonrecurring Charge applies for the initial Full Extract.
3. A monthly Recurring Charge applies for subsequent monthly Full Extracts.
4. A monthly Recurring Charge applies for Incremental Updates. The Customer may choose to receive Incremental Updates on either a monthly or weekly basis, but regardless of the frequency selected, the Recurring Charge for Incremental Updates will be on a monthly basis.

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# **Verification**

STATE OF INDIANA

§


COUNTY OF ELKHART

§

§

**VERIFICATION**

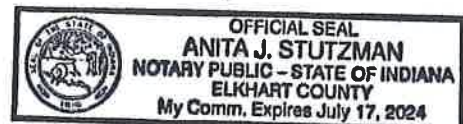
I, Mark Grady, President of Communications Venture Corporation, d/b/a INdigital (the "Company"); that I am authorized to make this Verification on behalf of the Company; that the foregoing filing was prepared under my direction and supervision; and that the contents with respect to the Company are true and correct to the best of my knowledge, information, and belief.

  
Mark Grady  
President  
Communications Venture Corporation  
d/b/a INdigital

Sworn and subscribed before me this fourth day of February, 2019.

  
Notary Public

My commission expires July 17, 2024



Commission #: 685411