

FIRST REVISED SHEET NO. 1
CANCELING ORIGINAL SHEET NO. 1

WN U-7

MASHELL TELECOM, INC.
d/b/a Lightcurve

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Mashell Telecom, Inc.
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NAMING RATES FOR
9-1-1 SERVICE
for
Pierce County
And
CONTAINING RULES AND REGULATIONS
GOVERNING 9-1-1 SERVICE

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Issued By: Mashell Telecom, Inc. d/b/a Lightcurve

By: Danielle Clausen Title: Sr. Vice President of Finance

FIRST REVISED SHEET NO. 2
CANCELING ORIGINAL SHEET NO. 2

WN U-7

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(C)

GENERAL SUBJECT INDEX

<u>Title of Sheet</u>	<u>Sheet No.</u>
Title Page	1
Index Page	2
Description	3
Definitions	4
Conditions	9
Limitation of Liability	14
Rate Regulations	17

Issued: December 20, 2023 Effective: December 21, 2023

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FIRST REVISED SHEET NO. 3
CANCELING ORIGINAL SHEET NO. 3

WN U-7

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(C)

I. DESCRIPTION

9-1-1 is the three-digit telephone number designated throughout the United States of America as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other emergency services.

The 9-1-1 Service available under this tariff is available in the territory served by the Company.

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FIRST REVISED SHEET NO. 4
 CANCELING ORIGINAL SHEET NO. 4

WN U-7

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II. DEFINITIONS

The definitions contained herein are in addition to the definitions set forth in WN U-3, which are hereby incorporated by reference. If there is any conflict in the definitions, the definitions set forth below shall control. As used in this Tariff, defined terms have their respective meanings regardless of whether or not capitalized, unless the context requires otherwise.

A. 9-1-1 ENHANCED SERVICE

9-1-1 Enhanced Service is 9-1-1 Service, which includes ANI, Automatic Line Identification (ALI), and either Non-Selective Routing or Selective Routing.

B. 9-1-1 SERVICE

The 9-1-1 Service offered by the Company is Enhanced 9-1-1 Service.

C. 9-1-1 SERVICE AREA

The geographic area in which the customer will respond to all 9-1-1 calls and dispatch appropriate emergency assistance.

D. 9-1-1 TRANSPORT

A dedicated circuit between central offices or between the Companies CO and the facilities of another LEC serving the PSAP for the provision of 9-1-1 Service.

E. 9-1-1 TRANSPORT TERMINATION

A connection at each end of the 9-1-1 Transport.

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FIRST REVISED SHEET NO. 5
 CANCELING ORIGINAL SHEET NO. 3

WN U-7

MASHELL TELECOM, INC.
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(C)

II. DEFINITIONS (Continued)

F. AUTOMATIC LOCATION IDENTIFICATION (ALI)

The automatic display at the PSAP of the caller's telephone number, the service address for the telephone line and supplementary information.

G. AUTOMATIC NUMBER IDENTIFICATION (ANI)

The feature by which the calling party's telephone number is forwarded to the customer's customer premises equipment for display.

H. CALLER

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

I. CENTRAL OFFICE (CO)

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

J. CODE RECOGNITION

Enables a Central Office to accept 9-1-1 calls and direct them to 9-1-1 Transport.

K. COMPANY

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L. CUSTOMER

Governmental unit or other entity authorized to receive and process 9-1-1 calls.

M. CUSTOMER PREMISES EQUIPMENT (CPE)

Terminal equipment at the PSAP.

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FIRST REVISED SHEET NO. 6
 CANCELING ORIGINAL SHEET NO. 6

WN U-7

MASHELL TELECOM, INC.
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II. DEFINITIONS (Continued)

N. DATA BASE

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

O. DATA MANAGEMENT SYSTEM (DMS)

The combination of manual procedures and computer programs used to create, store, manipulate, and update data required to provide Selective Routing and ALI.

P. DEDICATED CIRCUIT

A telephone circuit used for one purpose only; e.g. transmission of 9-1-1 calls.

Q. DEFAULT ROUTING

The capability to route a 9-1-1 call to a designated (default) PSAP when the incoming 9-1-1 call cannot be selectively routed due to an ANI failure, unreadable digits or other cause.

R. DIVERSE ROUTING

The practice of routing calls through different circuit paths in an effort to prevent total loss of the 9-1-1 Service in the event an individual circuit is disabled.

S. EMERGENCY SERVICE NUMBER (ESN)

A number used in the DMS to designate the public safety agencies responsible for service to the location of each telephone number in a 9-1-1 Service Area, for the purpose of determining call routing.

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FIRST REVISED SHEET NO. 7
 CANCELING ORIGINAL SHEET NO. 7

WN U-7

MASHELL TELECOM, INC.
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II. DEFINITIONS (Continued)

T. LEC

Local Exchange Telecommunications Company

U. MASTER STREET ADDRESS GUIDE (MSAG)

A Data Base of street names and address ranges within their associated postal communities defining 9-1-1 Service Areas for 9-1-1 Enhanced Service.

V. NON-SELECTIVE ROUTING

The capability of routing 9-1-1 calls by the use of NXX or trunk group.

W. NXX

The first three digits of a local telephone number that identifies the Central Office switching location within its area code.

X. P.01 GRADE OF SERVICE

A measure of emergency telephone service in which no more than one call in 100 attempts will receive a busy signal during the average busiest hour.

Y. PSAP ATTENDANT

A person responsible for answering incoming 9-1-1 calls at a PSAP, determining the action to be taken, and executing procedures in the disposition of such calls.

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FIRST REVISED SHEET NO. 8
 CANCELING ORIGINAL SHEET NO. 8

WN U-7

MASHELL TELECOM, INC.
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II. DEFINITIONS (Continued)

Z. PUBLIC SAFETY ANSWERING POINT (PSAP)

A facility equipped and staffed to receive 9-1-1 calls. A primary PSAP receives the calls directly. A secondary PSAP receives the 9-1-1 calls that are relayed or transferred from the primary PSAP.

AA. REVERSE SEARCH

A query of the ALI Data Base initiated at the PSAP to electronically obtain the ALI data associated with a known telephone number for purposes of handling an emergency call when that telephone number is not directly connected to the PSAP. It can also be used for an ANI failure on a telephone line that is connected to the PSAP.

BB. SELECTIVE ROUTING

The capability of routing a 9-1-1 call to a designated PSAP based upon the location stored in a selective routing table based upon information stored in the ALI record.

CC. SERVING CENTRAL OFFICE

The Central Office (CO) from which PSAP is served.

DD. SUBSCRIBER

A person or business that orders access line service from a telephone company.

EE. SUBSCRIBER LINE DATA

The telephone number, service address for telephone line, and supplementary information for a Subscriber for development and maintenance of ALI and MSAG.

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FIRST REVISED SHEET NO. 9
 CANCELING ORIGINAL SHEET NO. 9

WN U-7

MASHELL TELECOM, INC.
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III. CONDITIONS

- A. The Company shall not be required to provide 9-1-1 Service to less than an entire Central Office serving area.
- B. The Company does not answer or forward 9-1-1 calls. The Company furnishes the use of its facilities to enable the Customer's personnel to receive such calls.
- C. The Company does not have a Serving Central Office. As a result, the Company does not provide Default Routing or Selective Routing.
- D. There will be no charge to the calling party by the Company for originating a 9-1-1 call.
- E. The calling party forfeits any privacy rights afforded by a non-published or non-listed service when placing a 9-1-1 call.
- F. If a 9-1-1 call is originated via a telecommunications company other than the Company or by any other Non-Company source such as an alternative operator provider, shared service provider, cellular provider or any other radio based source (whether provided by the Company or not) the completeness and accuracy of the ANI and ALI information forwarded cannot be and will not be assured.
- G. The Company's 9-1-1 Service is limited to the transport of a 9-1-1 call from a Caller to connection with the facilities of another LEC which transports the 9-1-1 call to a PSAP.
- H. 9-1-1 Service is restricted to one-way service from the Company's CO to the facilities of another telephone company. If the Customer desires dedicated facilities from its PSAP to a response agency (Police, Fire, Emergency Medical, etc.) located in the Company's service territory, the Customer must purchase those facilities out of the Company's special access tariff.

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FIRST REVISED SHEET NO. 10
 CANCELING ORIGINAL SHEET NO. 10

WN U-7

MASHELL TELECOM, INC.
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III. CONDITIONS (Continued)

- I. Rates charged for 9-1-1 Service includes normal monitoring of 9-1-1 dedicated facilities to discover errors, defects and malfunctions in the network, but do not include any additional monitoring. If available, the Company may provide additional inspection and monitoring of facilities for an additional charge upon Customer request.
- J. Options for Diverse Routing will be reviewed at the time 9-1-1 Service is ordered and also at the annual anniversary of the provision of 9-1-1 Service. The Customer shall purchase sufficient facilities to allow a minimum level of Diverse Routing. Additional charges for Diverse Routing shall apply on an Individual Case Basis (ICB).
- K. The Company will build and maintain the MSAG file in concert with Customer, utilizing standard service addresses (i.e. house numbers, street names, and postal communities).
- L. The rates and charges for 9-1-1 Service elements are based upon utilizing standard service addresses (i.e. house number, street names, and postal communities) in populating the DMS (Data Management System). The use of addressing which is not in this format will be at a price established on an Individual Case Basis (ICB).
- M. Routine MSAG changes will be made within two business days of receipt. Special or large volume changes and annexations may require more than two business days. Charges for Customer-initiated changes and rearrangements affecting the Subscriber's service address and ALI Data Base records (e.g., street name and number changes, emergency services zone and name change, jurisdictional boundary changes and rearrangements, etc.) other than those processed in normal daily updates will be based upon the actual cost for such changes and rearrangements. In such cases a valid comparative listing of changes must be supplied by the Customer providing direct and individual references to existing designations.

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FIRST REVISED SHEET NO. 11
 CANCELING ORIGINAL SHEET NO. 11

WN U-7

MASHELL TELECOM, INC.
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(C)

III. CONDITIONS (Continued)

- N. The Company will provide a range of Emergency Service Numbers (ESN) that are available for assignment by the Customer. Customer requested changes to the ESN would be charged at actual cost.
- O. The maintenance of the ALI Data Base, as well as the 9-1-1 call routing, for those telephone accounts in locations outside of their normal Central Office serving territory will require special procedures and will be provided at actual cost. Telephone lines terminated in locations outside of their Central Office territory may not be able to be served by normal 9-1-1 routing or ALI records. The Company will determine how this will be handled and advise the Customer.
- P. The Customer will process all 9-1-1 calls 24 hours per day, 7 days per week, 52 weeks per year, that come in from the Company's facilities whether or not a specific 9-1-1 call is outside the Customer's jurisdiction.
- Q. The 9-1-1 Service is not a replacement for a telephone number of the PSAP. The PSAP will have at least one 10-digit unlisted and one 10-digit listed number, each available 24 hours a day, for a total of two 10-digit numbers.
- R. Customer will make application for 9-1-1 services in writing. The Customer or agent for the Customer must provide satisfactory proof of appointment. 9-1-1 jurisdictional disputes between municipalities and/or counties and resolutions thereof are between the municipalities and/or counties and shall not be the responsibility of the Company.
- S. A PSAP may only Reverse Search the Automatic Location Identification (ALI) Data Base to secure information about lines from which 9-1-1 calls have been placed but the connection has been lost.

Reverse Search shall not be used for criminal or legal investigations or other non-emergency purposes.

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FIRST REVISED SHEET NO. 12
 CANCELING ORIGINAL SHEET NO. 12

WN U-7

MASHELL TELECOM, INC.
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III. CONDITIONS (Continued)

- T. The Customer must purchase 9-1-1 service elements contained within the tariff sufficient to maintain a P.01 Grade of Service. A minimum of two circuits is required between each Central Office and the Serving Central Office.
- U. Prior to dispatch, the PSAP Attendant dispatcher will attempt to obtain the location of the incident from the Caller. The address information maintained by the Company may not be the actual location of the Caller's need.
- V. CPE must be compatible with the service furnished by the Company and the interface standards of the Company. The Company's interface standard will be furnished to the Customer upon request.
- W. The Company or Customer shall each notify the other in the event one finds that the 9-1-1 Service is not functioning properly.
- X. The Customer shall be billed monthly for payment of recurring charges in advance. The Customer shall be billed for non-recurring charges after they have been incurred. Payments shall be made at the office of the Company or to an authorized collector of the Company. All bills are due and payable upon presentation and delinquent if not paid within 15 days from presentation. Late payments shall bear interest at one percent per month, pro-rated to date of payment. Service may be disconnected if payment is not received within sixty days of presentation of the bill.
- Y. 9-1-1 Service shall be temporarily interrupted for CO upgrades or updates. The Company shall try to keep such interruptions to a minimum.
- Z. The following Rules from WN U-3 General Rules and Regulations Section shall apply and are hereby incorporated by this referral as if fully set forth:

C. (1) Provision of Equipment:

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FIRST REVISED SHEET NO. 13
CANCELING ORIGINAL SHEET NO. 13

WN U-7

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(C)

III. CONDITIONS (Continued)

- C. (4) Abuse or Fraudulent Use of Service;
 - C. (11) Alternations;
 - E. (1) Furnishing of Service;
 - E. (2) Maintenance and Repair;
 - E. (4) Relocation or Rearrangement of Facilities;
 - F. Obligation of Customer;
 - H. Complaints and Disputes;
 - I. Notices.
- AA. For calls placed to a PSAP from off-premise station and station behind business systems, where ANI is provided, it may provide the identity of the primary telephone service billing or lead number.
- BB. At the Company's discretion, it may provide redundancy through the use of Session Initiation Protocol (or SIP) trunking.

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FIRST REVISED SHEET NO. 14
 CANCELING ORIGINAL SHEET NO. 14

WN U-7

MASHELL TELECOM, INC.
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IV. LIABILITY

- A. The Company, and its directors, officers, employees and agents, shall not be liable for civil damages caused by an act or omission of the Company, its employees or agents in the:
- i. Good-faith release of information not in the public record, including unpublished or unlisted Subscriber information to emergency service providers responding to calls placed to a 9-1-1 Service, or;
 - ii. Design, development, installation, implementation, maintenance, or provision of 9-1-1 Service other than an act or omission constituting gross negligence or wanton or willful misconduct.
- B. The Company's liability for civil damages to the Customer or any person for interruption or failure of 9-1-1 Service shall be limited by the terms set forth in this section and in any sections of other tariffs which apply to the provision of 9-1-1 Service (or components thereof) by the Company.
- C. The Company, and its directors, officers, employees and agents, 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 act or omission of the Company, its directors, officers, employees and agents in the design, development, installation, testing, maintenance, supervision or provision of 9-1-1 Service other than an act or omission constituting gross negligence or wanton or willful misconduct.
- D. Except for gross negligence and/or wanton or willful misconduct, the Company's liability to any person, corporation or other entity for any loss or damage shall not exceed an amount equal to the prorated portion of the Company's applicable rates for the 9-1-1 Service or facilities provided by the Company to the Customer for the time such interruption to service or facilities continues, after notice by the Customer to the Company.

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FIRST REVISED ORIGINAL NO. 15
 CANCELING ORIGINAL SHEET NO. 15

WN U-7

MASHELL TELECOM, INC.
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(C)

IV. LIABILITY (Continued)

- E. The Company, and its directors, officers, employees and agents, shall not be liable or responsible for any damage rising from any cause whatsoever or any indirect, incidental or consequential damages associated with the provision of the 9-1-1 Service when any 9-1-1 call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide Subscriber Line Data or ANI associated with multi-party lines, off-premise extensions or private telecommunications services, such as PBX's or shared tenant services, or calls originating from an interexchange carrier or another telecommunications company or over Centrex lines or Customer extended lines, or calls originating from cellular or other radio-based communications systems.
- F. The Company accepts no responsibility for obtaining Subscriber record information from private telecommunications systems, such as PBX's or shared tenant services, except to the extent that such information is provided to the Company by the person or entity owning or managing such private telecommunications system and being the Company's Subscriber of record with respect thereto. Where applicable to the type of 9-1-1 Service being provided, the Company will integrate any records furnished to it by such Subscriber in a Company standard format for inclusion in a 9-1-1 Data Base. However, by doing so, the Company makes not representation or warranty regarding the accuracy of the data provided to it by such Subscriber and shall not be liable or responsible to any person, corporation or other entity for any damages, of whatever nature or description, arising from or related to any inaccuracy or incompleteness of such data or for any indirect, incidental or consequential damages associated with the provision of this data or the inclusion of such data in any 9-1-1 Data Base.

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FIRST REVISED SHEET NO. 16
 CANCELING ORIGINAL SHEET NO. 16

WN U-7

MASHELL TELECOM, INC.
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IV. LIABILITY (Continued)

- G. The Company, and its directors, officers, employees and agents, shall not be liable or responsible for any indirect, incidental or consequential damages associated with the provision of 9-1-1 Service when there is a failure of or interruption in 9-1-1 Service due to the attachment of any equipment by a Customer or Subscriber to Company facilities or a failure of or interruption in any facilities provided by any person or entity other than the Company.
- H. Except for Company acts or omissions constituting gross negligence or wanton or willful misconduct, the Company, and its directors, officers, employees and agents, shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects or data errors in transmission or service caused or contributed to by the negligence or willful act of any person other than the Company, or arising from the use of Customer-provided facilities or equipment or the facilities of another telecommunications company.
- I. Except for Company acts or omissions constituting gross negligence or wanton or willful misconduct, the Company, and its directors, officers, employees and agents, shall not be liable or responsible for any indirect, incidental or consequential damages associated with the provision of 9-1-1 Service or any component thereof. The rates at which 9-1-1 Service, and the components thereof, are provided have been established expressly in reliance upon this limitation of liability.
- J. 9-1-1 Service (and the components thereof) is provided solely for the benefit of the PSAP. The provision of 9-1-1 Service by the Company shall not be interpreted, construed or regarded, either expressly or impliedly, as being for the benefit of or creating any Company obligations toward any person or legal entity other than the Customer. The Company's tort liability, if any, to any third party shall be limited to instances in which the Company's conduct constitutes gross negligence or wanton or willful misconduct.
- K. In the event that any portion of this Section IV is determined by any court or other lawful authority to be unlawful, then such portion shall be deemed reformed to the minimum extent necessary to cure its unlawfulness and the remainder of Section IV, together with the portion so reformed, shall remain in full force and effect.

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FIRST REVISED SHEET NO. 17
 CANCELING ORIGINAL SHEET NO. 17

WN U-7

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V. RATE REGULATIONS

A. RATES

		<u>Non- Recurring</u>	<u>Recurring</u>
1.	CODE RECOGNITION	Actual Cost	\$0.00
2.	ANI	Actual Cost	\$0.00
3.	9-1-1- TRANSPORT*		\$1.88 per mile
4.	9-1-1 TRANSPORT TERMINATION*		\$18.97 per termination
5.	SUBSCRIBER LINE DATA/ALI STORAGE/ RETRIEVAL	Actual Cost	\$136.72 per mo. \$2.87 per Service Order
6.	911 TESTING	Actual Cost	\$0.00

*Mileage calculations and number of terminations are specified in WECA Tariff WN U-2.

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