

Qwest Corporation dba CenturyLink QC
EMERGENCY REPORTING SERVICES TARIFF
Colo. P.U.C. No. 25

Issued: 08-01-2017
Effective: 09-01-2017

Section 1
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EMERGENCY REPORTING SERVICES TARIFF COLO. P.U.C. NO. 25
FOR
QWEST CORPORATION DBA CENTURYLINK QC
IN THE STATE OF COLORADO

The terms and conditions contained herein were previously located in Section 9.2 of the Qwest Corporation d/b/a CenturyLink QC Exchange and Network Services Tariff Colo. P.U.C. No. 23, which was withdrawn in its entirety as of September 1, 2017 in accordance with House Bill 14-1331 and Colorado Revised Statutes 40-15-201.

CenturyLink Customer Service:

www.centurylink.com

or

1-800-603-6000

Qwest Corporation dba CenturyLink QC
EMERGENCY REPORTING SERVICES TARIFF
Colo. P.U.C. No. 25

Issued: October 16, 2017
Effective: November 18, 2017

Section 1
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APPLICATION AND REFERENCE

1.1 APPLICATION

This Tariff contains the regulations and rates applicable to intrastate Emergency Reporting Services furnished by Qwest Corporation, d/b/a CenturyLink QC (hereinafter referred to as "the Company") to Public Safety Answering Points (PSAPs) within the state of Colorado.

Additional **definitions**, terms, conditions and rates applicable in conjunction with the provision of Emergency Reporting Services which were previously found in Colo. P.U.C. No. 23 are now contained in the Qwest **Corporation d/b/a CenturyLink QC Local Terms of Service**.

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Qwest Corporation dba CenturyLink QC
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Colo. P.U.C. No. 25

Issued: 12-28-2018
Effective: 01-04-2019

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APPLICATION AND REFERENCE

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1.3 RESERVED FOR FUTURE USE

1.4 RESERVED FOR FUTURE USE

1.5 EXPLANATION OF CHANGE SYMBOLS

- (C) To signify changed regulation, term or condition
- (D) To signify discontinued material
- (I) To signify rate increase
- (M) To signify material moved from or to another part of the Catalog with no change, unless there is another change symbol present
- (N) To signify new material
- (R) To signify rate reduction
- (T) To signify a change in text but no change in rate, regulation, term or condition

1.6 RESERVED FOR FUTURE USE

1.7 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

The following list of trade names, trademarks and/or service marks which may be used for services offered in this Local Terms of Service are owned by CenturyLink, Inc. or a subsidiary of CenturyLink, Inc. and are used by the Company with express permission. Trademark and service mark designations will not be listed hereafter in the Catalog. However, the laws regarding trademarks and service marks are applicable.

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Issued: 12-28-2018
Effective: 01-04-2019

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TERMS AND CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS

All definitions set forth herein are intended to be consistent with the definitions in the applicable PUC rules adopted as of September 1, 2018. To the extent there is an irreconcilable conflict between the definitions in this Tariff and such Rules, the definition in the Rules as of September 1, 2018 shall control.

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9-1-1 SERVICE: means the service by which a 9-1-1 request for assistance is routed and transported from the end user placing a 9-1-1 request for assistance to the PSAP serving the caller's location. 9-1-1 service also includes any related caller location information routed to the PSAP, if any.

AFFILIATE: Any entity controlled by, controlling, or under common control with a party.

(N)

ALI DATA NODE: A connection point between the PSAP and the database containing the ALI information which enables retrieval of ALI records FOR display at the PSAP.

ALI DATABASE UPDATES: The process by WHICH the E9-1-1 ALI database is revised to reflect the changes that result from subscribers receiving new, revised or disconnected telephone service.

ALI DELIVERY: The process which delivers the ALI information to the PSAP.

ADMINISTRATIVE EMERGENCY SERVICE NUMBERS (ADMIN ESNS): A number assigned each ESZ representing a specific geographic area within which **all 9-1-1 requests for assistance** are served by the same law enforcement, fire, and emergency medical agencies and are routed to one specific PSAP.

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ALTERNATE ROUTING (AR): **A Basic Emergency Service** feature that routes 9-1-1 **requests for assistance** to an alternate location when normal routing is not possible due to all DEDICATED 9-1-1 circuits being busy, equipment or circuit malfunctions, PSAP equipment malfunction or other cause that renders the PSAP out of service.

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AUTOMATIC LOCATION IDENTIFICATION (ALI): **The automatic display, on equipment at the PSAP, of the telephone number and other information concerning the location of the caller.** The ALI database includes non-listed and non-published numbers and addresses, and other information about the caller's location.

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AUTOMATIC LOCATION IDENTIFICATION (ALI) SERVICE means all the services, features, and functionalities of elements and components used to provide ALI, including the applications, databases, management processes and services, selective routing, aggregation, and transport, without regard to the technology used.

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AUTOMATIC NUMBER IDENTIFICATION (ANI): The process used on 9-1-1 **requests for assistance** to automatically identify the calling station, and the AUTOMATIC display of the caller's telephone number on CPE used by operators at the PSAP.

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Effective: 01-04-2019

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TERMS AND CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

BASIC EMERGENCY SERVICE (BES): The aggregation and transportation of a 9-1-1 request for assistance directly to a point of interconnection with a governing body or PSAP, regardless of the technology used to provide the service. The aggregation of requests for assistance means the collection of 9-1-1 requests for assistance from one or more originating service providers or intermediary aggregation service providers for the purpose of selectively routing and transporting 9-1-1 requests for assistance directly to a point of interconnection with a governing body or PSAP. The offering or providing of ALI service or selective routing directly to a governing body or PSAP by any person is also a basic emergency service. Basic emergency service does not include:

- (I) the portion of a 9-1-1 request for assistance provided by an originating service provider;
- (II) the services provided by an intermediary aggregation service provider;
- (III) the delivery of a 9-1-1 request for assistance from the originating service provider or an intermediary aggregation service provider to a point of interconnection with the BESP;
- (IV) the delivery of a 9-1-1 request for assistance from the point of interconnection between the BESP and a PSAP to the PSAP facility that receives and processes the 9-1-1 request for assistance; or
- (V) the delivery of text-to-9-1-1 via interim methods.

BASIC EMERGENCY SERVICE CUSTOMER ("BES Customer" or "Customer"): The Basic Emergency Service Customer is a Public Safety Answering Point (PSAP) or Governing Body responsible for directing the disposition of 9-1-1 requests for assistance within its Emergency Service Zone(s) (ESZ) for police, fire or other emergency services. Unadorned references to "Customer" refer to the BES customer for the particular service provided in that section of the tariff (i.e., E911 services for section 9.2.1, Group Alerting and Dispatch Service in § 9.2.2, Group Alerting and Reporting Service in § 9.2.3, PS/ALI in § 9.2.4, and ESInet Service in § 9.2.5)

BASIC EMERGENCY SERVICE Provider (BESP): Any person authorized by the commission to aggregate and transport 9-1-1 calls.

BORDER CONTROL FUNCTION (BCF): Provides a secure entry into the ESInet for 9-1-1 requests for assistance presented to the network. The BCF incorporates firewall, admission control, and may include anchoring of session and media as well as other security mechanisms to prevent deliberate or malicious attacks on PSAPS or other entities connected to the ESInet.

CALLER INFORMATION DATABASE (CIDB): Also known as the Additional Data Repository (ADR). A data storage facility for additional data. The ADR dereferences a Uniform Resource Indicator (URI) passed in a call-info header or Presence Information Data Format – Location Object (PIDF-LO) and returns an Additional Data object block.

(M) Material moved within Section 2.
Advice Letter No. 3161
CO2018-020

Decision No.: R18-1063

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EMERGENCY REPORTING SERVICES TARIFF
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Issued: 12-28-2018
Effective: 01-04-2019

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2.1 DEFINITION OF TERMS (Cont'd)

CENTRALIZED AUTOMATIC MESSAGE ACCOUNTING (CAMA): A type of in-band analog transmission protocol that transmits telephone number via multi-frequency encoding Trunks.

CENTRAL OFFICE (CO): the plant, facilities, and equipment, including, but not limited to, the switch, located inside a structure of a provider of telecommunications service that functions as an operating unit to establish connections between Customer lines, between Customer lines and trunks to other central offices within the same or other exchanges, and between Customer lines and the facilities of other providers of telecommunications service.

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(N)

CHANNEL PERFORMANCE, VG 32: A transport transmission and signaling protocol parameter used to ESTABLISH the performance characteristics of a channel between an End Central Office and a Customer interface utilizing a 2-wire connection.

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CHANNEL PERFORMANCE, VG 33: A transport transmission and signaling protocol parameter used to establish the performance characteristics of a channel between an End Central Office and a Company Control Office; and End Central Office to a **Selective Router** switch designated by the **Basic Emergency Service** Customer; an End Central Office to a PSAP, a Company Control Office to a PSAP, Company Control Office to **Selective Router** Switch designated by the **Basic Emergency Service** Customer, **Selective Router** Switch provided by **Basic Emergency Service** Customer to Company Control Office or a Company Control Office to Company Control Office.

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CHANNEL PERFORMANCE, VG 36: A transport transmission and signaling protocol parameter used to establish the performance characteristics of a channel between the PSAP and the ALI Data Node.

COMPANY: Refers to QWEST Corporation dba CenturyLink QC

CONCURRENT SESSION: Refers to each channel for an inbound simultaneous 9-1-1 request for assistance.

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CONCURRENT SESSION CAPACITY: Defined as 144 Kbps of bandwidth per inbound channel.

(N)

CONTROL OFFICE: The Control Office, also known as a 911 Tandem Office or 911 Tandem Switch, provides one or more of the following E9-1-1 functions: selectively routes 9-1-1 **requests for assistance**; forwards ANI data to the PSAP that receives a 9-1-1 call; provides speed calling; transfers 9-1-1 **requests for assistance** as determined by an attendant at a PSAP; and provides alternate routing functions for the PSAPs. The Control Office also functions as a line concentrator by allowing **requests for assistance** from numerous End Central Offices and private switches to be consolidated into trunks from the Control Office to a PSAP.

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2.1 DEFINITION OF TERMS (Cont'd)

CUSTOMER PREMISES EQUIPMENT (CPE): All telecommunications terminal equipment located on the BES Customer premises and encompasses everything from black telephones to the most advanced data terminals and PBX's.	(M)
	(T)
DATA MANAGEMENT SYSTEM (DMS): A system of manual procedures, computer hardware, software, storage MEDIA and computer programs used to create, store and update the data required to provide Selective Routing and ALI.	(T)
DATA PROVIDER: An entity which provides, on a routinely maintained database, names, addresses and telephone numbers to be inserted and updated in the DMS . Data providers are OSPs, IASPs, or MLTS (Multiline System) providers subscribing to PS/ALI or an entity authorized to act on behalf of any of the aforementioned entities.	(T)
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	(M)
DEMARCATIION POINT (DM): the physical point where the responsibility for a portion of a network changes from one party to another. A BES Customer may elect to terminate Basic Emergency Service to CPE at a single PSAP, at a hosted CPE shared by multiple PSAPs, or at another mutually agreed upon location.	(N)
	(N)
DEDICATED 9-1-1 CIRCUITS: CIRCUITS used exclusively to transport 9-1-1 requests for assistance .	(T) (M1)
	(T)
E9-1-1 TRANSPORT SERVICES: Includes the elements set forth in 9.2.1.C.3.	
E9-1-1 SERVICE: Related services or components of an E9-1-1 system that are offered by the Company to a Basic Emergency Customer .	(T) (M1)
EMERGENCY CALL ROUTING FUNCTION (ECRF): A functional element in an ESInet which is a Location to Service Translation (LoST) protocol server where location information (either civic address or geo-coordinates) and a service Uniform Resource Name (URN) serve as input to a mapping function that returns a URI used to route an emergency call toward the appropriate PSAP for the caller's location or towards a responder agency.	(N)
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EMERGENCY REPORTING SERVICES TARIFF
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Issued: 12-28-2018
Effective: 01-04-2019

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TERMS AND CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

EMERGENCY MESSAGE (EM) CIRCUITS (FROM THE CONTROL OFFICE TO THE PSAP): Dedicated **Basic Emergency Service** circuits that connect a Control Office to a PSAP AND deliver 9-1-1 **requests for assistance** to the PSAP. EM circuits include the local Facility to the PSAP location.

EMERGENCY SERVICE (ES) CIRCUITS (FROM END CENTRAL OFFICE TO CONTROL OFFICE): Dedicated **Basic Emergency Service** circuits that connect an End Central office or private switch to a Control Office and deliver 9-1-1 **requests for assistance** to the Control Office.

EMERGENCY SERVICE ZONE (ESZ): The geographic area within which all E9-1-1 **requests for assistance** are routed to one specific PSAP.

EMERGENCY SERVICES ROUTING PROXY (ESRP): An i3 functional element which is a **Session Initiated Protocol (SIP) proxy server that selects the next hop routing within the ESInet based on location and policy. There is an ESRP on the edge of the ESInet. There is usually an ESRP at the entrance to an NG9-1-1 PSAP. There may be one or more intermediate ESRPs between them.**

EMERGENCY SERVING CENTRAL OFFICE (ESCO) CODE: A code that identifies the End Central Office of a 9-1-1 call.

END CENTRAL OFFICE: The central office that serves the landline End User originating a 9-1-1 request for assistance.

E9-1-1 CUSTOMER: The E9-1-1 Customer is a Public Safety Answering Point (PSAP), which is a facility equipped and staffed to receive and process 9-1-1 calls on a 24-hour basis. The E9-1-1 Customer is responsible for directing the disposition of 9-1-1 calls within its Emergency Service Zone(s) (ESZ) for police, fire or other emergency services.

E9-1-1 INTEROFFICE DIVERSITY: Provides a second route between the first utility vault outside an End Central Office and the first utility vault outside another End Central Office.

E9-1-1 LOOP DIVERSITY/EM TRUNK DIVERSITY: Provides a second route from the first utility vault outside of the serving End Central Office to the E9-1-1 Customer's premises. The diversity will end at the last terminal prior to the E9-1-1 Customer's premises unless the E9-1-1 Customer provides for a separate entrance facility.

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Issued: 12-28-2018
Effective: 01-04-2019

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2.1 DEFINITION OF TERMS (Cont'd)

E9-1-1 TRANSPORT DIVERSITY: The configuration of the 9-1-1 call delivery network using completely separate facilities so as to provide at least two paths (primary and secondary route) over which 9-1-1 calls can be transmitted. E9-1-1 Transport Diversity is achieved by assignment of circuits to routes that are separated by 25 feet or more. E9-1-1 Transport Diversity options include 9-1-1 Interoffice Diversity and 9-1-1 Loop Diversity. The 9-1-1 Transport Diversity is established on routes between the first utility vault OUTSIDE of an End Central Office (interoffice diversity) and on routes between the first utility vault outside the serving End Central Office and the E9-1-1 Customer's premises (loop diversity). Within each route, the circuits are assigned to separate carrier systems (carrier system diversity).

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END USER: means the person originating a 9-1-1 request for assistance.

(D)

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ESINET: Emergency Services Internet Protocol Network (ESInet) is a managed Internet Protocol (IP) network that is used for emergency services communications. It provides the IP infrastructure for aggregating, routing and transporting 9-1-1 requests for assistance upon which independent application platforms and other services can be deployed, including, but not restricted to, those necessary for providing NG9-1-1 services.

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FACILITY/FACILITIES: Includes, but is not limited to, all equipment, cable, wiring, poles and conduits provided by THE BESP which are used to provide **Basic Emergency Service to a BES** Customer's premises.

(T)

FORCED DISCONNECT: A feature whereby the 9-1-1 End Central Office trunk circuit will release a connection EVEN though the calling party has not ended the call.

GOVERNING BODY (ALSO REFERRED TO AS AUTHORITY BOARD): The organization responsible for establishing, collecting, and disbursing the emergency telephone charge in a specific geographic area, pursuant to §§ 29-11-102, 103, and 104, C.R.S.

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GOVERNING BODY SERVICE AREA: The geographic area such as a city, municipality, county, multiple counties or other areas defined by a governing body or other governmental entity for the purpose of providing public agency response to 9-1-1 requests for assistance.

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Issued: 12-28-2018
Effective: 01-04-2019

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TERMS AND CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

INCOMING TRUNK PORT: The incoming points of connection at the Company Control Office which receives the 9-1-1 **calls for assistance** with ANI from the End Central Office and forwards the call through the Control Office to the outgoing trunk termination with ultimate termination at the **Demarcation Point**. The incoming trunk port unit will accept incoming ANI and forward to the outgoing trunk at the End Central Office.

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INTERMEDIARY AGGREGATION SERVICE PROVIDER: A person that aggregates and transports 9-1-1 calls for one or more originating service providers for delivery to a BESP selective router or the functional equivalent of such a router.

(N)

IP TRANSPORT: Internet Protocol-based data transport and network management solution that is designed for connectivity between BES Customer's Demarcation Point and the ESInet. Service includes ports, features, and network management capabilities.

(N)

LINE CONCENTRATION: A feature whereby the Control Office is used to consolidate incoming 9-1-1 ES circuits to minimize the number OF EM circuits needed to connect the 9-1-1 Control Office to the PSAP.

LOCATION IDENTIFICATION: A feature of the Basic Emergency Service by which the location of the End User, such as the name and address associated with the End User's telephone number, is made available to a PSAP for display. Additional telephones with the same number as the End User's number will be identified with the address of the telephone number at the main location, unless the party responsible for the End User's CPE subscribes to a supplemental service.

(N)

LOCATION INFORMATION SERVER (LIS): LIS is a functional element that provides locations of endpoints. A LIS can provide Location-by-Reference, or Location-by-Value, and, if the latter, in geo or civic forms. A LIS can be queried by an endpoint for its own location, or by another entity for the location of an endpoint. In either case, the LIS receives a unique identifier that represents the endpoint, for example an IP address, circuit-ID or Media Access Control (MAC) address, and returns the location (value or reference) associated with that identifier. The LIS is also the entity that provides the dereferencing service, exchanging a location reference for a location value.

LOCATION VALIDATION FUNCTION (LVF): A functional element in a Next Generation Core Service (NGCS) that is a LoST protocol server where civic location information is validated against the authoritative GIS database information. A civic address is considered valid if it can be located within the database uniquely, is suitable to provide an accurate route for an emergency call and adequate and specific enough to direct responders to the right location.

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TERMS AND CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

MANUAL TRANSFER: An E9-1-1 feature that enables the PSAP attendant to transfer an incoming 9-1-1 call by depressing the switch hook of the associated telephone or the add button on the display and transfer unit and dialing either a 7-digit or 10-digit telephone number or a speed calling code. Manual transfer is only available with selective routing.

MASTER STREET ADDRESS GUIDE (MSAG): Listings of all street names in each emergency service zone, house number ranges for EACH street, and other information as necessary to provide ALI and selective routing.

MEMBER(S): One or more governmental entities that create a Governing Body pursuant to C.R.S. 29-11-100.5 et. seq.

MOBILE SWITCHING CENTER: The wireless equivalent of a central office, which provides switching function for wireless calls.

MULTI-LINE TELEPHONE SYSTEM (MLTS): A system comprised of common control units, telephones, and control hardware and software providing local telephone service to multiple Customers in businesses, apartments, townhouses, condominiums, schools, dormitories, hotels, motels, resorts, extended CARE facilities, or similar entities, facilities, or structures. Multi-line telephone system includes:

- Network and premises-based systems such as Centrex, PBX, and hybrid-key telephone systems; and
- Systems owned or leased by governmental agencies, nonprofit entities, and for-profit businesses.

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Effective: 01-04-2019

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2.1 DEFINITION OF TERMS (Cont'd)

NATIONAL EMERGENCY NUMBER ASSOCIATION (NENA): Is the 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.

NETWORK ACCESS CHANNEL, 2-WIRE: A 9-1-1 transport transmission termination between an End Central Office and an E9-1-1 Customer Demarcation Point utilizing a 2-wire connection.

NETWORK ACCESS CHANNEL, 4-WIRE: A 9-1-1 Transport TRANSMISSION termination between an End Central Office and an E9-1-1 Customer's Demarcation Point utilizing a 4-wire connection.

NETWORK SERVICE PROVIDER: The entity that is providing the physical network services that deliver the E9-1-1 call to the PSAP along with the ANI, to be used for selectively routing the call and the retrieval of the ALI.

NON-COMPANY: Companies other than Qwest Corporation

NON-IP TRANSPORT: Any network element connecting to ESInet using Time-division multiplexing (TDM)

ORIGINATING SERVICE PROVIDER (OSP) means a local exchange carrier, wireless carrier, Voice-over-Internet-Protocol service provider, or other provider of functionally equivalent services supplying the ability to place 9-1-1 requests for assistance.

OUTGOING TRUNK PORT: The outgoing point of connection at the Company Control Office which receives the 9-1-1 call from the Control Office incoming trunk unit and forwards the call to the PSAP. The outgoing trunk port unit will accept incoming ANI and forward to the PSAP.

PSEUDO AUTOMATIC NUMBER IDENTIFICATION (PANI): Enables 9-1-1 **requests for assistance** from nomadic phone numbers or non-traditional telephony services (such as specific types of VoIP Service) to access the **Basic Emergency Service** network, allowing **requests for assistance** to route to the proper PSAP.

PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION (PS/ALI): PS/ALI is a service offering which allows a privately owned switch to send Automatic **Location** Identification information **to the appropriate Basic Emergency Service network equipment** from individual stations for the purpose of providing site or station location information **on a 9-1-1 request for assistance**, and for selectively routing that call to the appropriate PSAP.

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2.1 DEFINITION OF TERMS (Cont'd)

PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION (PS/ALI) CUSTOMER: The PS/ALI Customer may own or operate a private switch, or subscribe to Centrex/CENTRON services and desire to provide station location information to the E9-1-1 system.

PROJECT MANAGEMENT: Identifying and confirming participation of all required internal, external, Customer, and vendor resources to ensure the on-time delivery of the ESInet service, performed by a Project Manager assigned by the Company as the Customer facing single point of contact during the life of the project. Project Management includes project assessment, team formation, schedule preparation, status/jeopardy reports, risk analysis, status reports, on-site meetings, as required, and post implementation analysis. Project Management also includes requisite testing and user training.

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PUBLIC SAFETY ANSWERING POINT (PSAP): A facility equipped and staffed to receive and process 9-1-1 requests for assistance from End Users.

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RECORD: The data file created and maintained in the SRDB for each telephone number (ANI) or pseudo telephone number (pANI) containing the appropriate Admin ESN.

ROUTING: The process by which 9-1-1 requests for assistance are routed to the appropriate Demarcation Point based on the End User's location information.

(N)
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RULE-BASED CALL ROUTING: The process by which the Company routes 9-1-1 requests for assistance based on a set of preconfigured rules provided to the Company by the Customer.

SELECTIVE ROUTER: The telecommunications switch or functional equivalent dedicated to aggregation of 9-1-1 requests for assistance from public networks and proper routing of 9-1-1 requests for assistance to PSAPs.

(N)
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SELECTIVE ROUTING: The capability of routing a 9-1-1 requests for assistance to a designated PSAP based upon the determined location of the end user.

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SELECTIVE ROUTING DATABASE (SRDB): The Basic Emergency Service database that is used by the Control Office to determine routing of 911 requests for assistance to the designated PSAP.

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SERVING CENTRAL OFFICE: The central office that provides telephone service to a PSAP.

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Issued: 12-28-2018
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TERMS AND CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

SIMULATION: A simulation tests the accuracy and completeness of an MSAG by processing subscriber location information through the created MSAG and measuring the number of subscriber records successfully assigned an appropriate Admin ESN.

(M)

SPEED CALLING: An E9-1-1 feature whereby local or long distance **requests for assistance** can be placed by dialing an abbreviated code.

(T)

SS7: This telecommunications standard defines the procedures and protocol by which network elements in the public switched telephone network (PSTN) exchange information over a digital signaling network to effect wireless (cellular) and wire line call setup, routing and control.

STANDARD ADDRESSING: A means of addressing which provides street/road names and house numbers, used in populating the Automatic Location Identification/Data Management System.

SYSTEM GRADE OF SERVICE – P.01: A grade of telephone service designed and operated to maintain that no more than one call out of 100 incoming calls will receive a busy signal on the first dialing attempt during the busy hour of an average week during the busy month.

(M)

TELECOMMUNICATIONS SERVICE PRIORITY (TSP): The regulatory, administrative, and operational system which authorizes and provides priority treatment in the provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services.

TRANSFER: A feature which enables a PSAP attendant to transfer incoming **9-1-1 requests for assistance** to another PSAP.

(T)
(T)

TRANSPORT MILEAGE: The rate element utilized by the Company to reflect the length of the various dedicated transport facilities used to provide service to the PS/ALI Customer. Mileage rate elements are expressed using both fixed and per mile components.

TRUNK: A circuit connecting switching equipment between two sites, as between a PBX and an End Central Office, or between two central offices.

WIRELESS MONTHLY RECURRING COSTS (WMRC): The wireless carriers' monthly recurring costs, as approved by the Colorado Public Utilities Commission, and billed by the BESP to the E9-1-1 Customer as part of the BESP's tariff rates.

(M) Material moved from Original Page 7.

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SECTIONS 3 THROUGH 8 ARE RESERVED FOR FUTURE USE.

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Issued: October 16, 2017
Effective: November 18, 2017

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EMERGENCY REPORTING SERVICES

9.1 RESERVED FOR FUTURE USE

9.2 EMERGENCY REPORTING SERVICE

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE - 911

A. General

Enhanced Universal Emergency Number Service, also referred to as Enhanced 9-1-1 (E9-1-1), is a telephone communication service whereby one or more Public Safety Answering Points (PSAP) may receive telephone calls dialed to the telephone number 9,1,1. E9-1-1 Service includes lines and equipment necessary for the switching of public emergency telephone calls originated by persons that dial the telephone number 9,1,1.

E9-1-1 Services provided in this Tariff are based upon the use of the abbreviated dialing code 9, 1, 1, as the universal telephone number. The E9-1-1 Customer shall use E9-1-1 services for the sole purpose of receiving calls dialed to the telephone number 9,1,1.

B. Terms, Conditions and Responsibilities

1. E9-1-1 is a telecommunication service whereby a Public Safety Answering Point may receive telephone calls dialed to the telephone number 911. E9-1-1 Service includes the services necessary for the switching of public emergency telephone calls originated by persons within the ESZ(s) who dial 911. The E9-1-1 Customer must be legally authorized to subscribe to the service.
2. E9-1-1 Service is offered subject to availability of facilities and equipment.
3. E9-1-1 service is arranged for one-way incoming service. Outgoing calls can only be made on a transfer basis on E9-1-1 systems.
4. This E9-1-1 Service is limited to the use of the telephone number 9,-1,-1 as the universal emergency telephone number.
5. E9-1-1 **Service** is not intended as a total replacement for exchange service of the **various public** safety agencies which participate in the use of the E9-1-1 service. (T)
(T)
6. The service is furnished to the E9-1-1 Customer only for the purpose of receiving reports of emergencies from the public.

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EMERGENCY REPORTING SERVICES

9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

B. Terms, Conditions and Responsibilities (Cont'd)

7. E9-1-1 Service is provided solely for the benefit of the E9-1-1 Customer. The provision of E9-1-1 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the E9-1-1 Customer.
8. The Company does not undertake to answer and forward 9-1-1 calls, but furnishes the use of its Facilities to enable the E9-1-1 Customer's personnel to respond to such calls at an E9-1-1 Customer's location.
9. Temporary suspension of service is not provided for E9-1-1 Services.
10. E9-1-1 information consisting of the name, address and telephone number of a party whose listings are not published in directories or listed on Directory Assistance is confidential. Information will be provided pursuant to 4 CCR 723-2-2138(b).
11. The E9-1-1 calling party forfeits the privacy afforded by non-listed and nonpublished service to the extent that the telephone number, address and name associated with the originating station location may be furnished to the E9-1-1 Customer and used to dispatch emergency services.
12. Except as otherwise provided, the rates charged for E9-1-1 Service and/or PS/ALI Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility.
13. The E9-1-1 Customer shall promptly notify the Company in the event the system is not functioning properly. The Company acknowledges some elements of the service are monitored for performance as part of the routine maintenance of the network and the Company may take reasonable action if an error is detected. This shall not be interpreted, construed, or regarded, either expressly or impliedly as a warranty, service commitment or creating any Company obligation nor does it relieve the E9-1-1 Customer of their responsibilities under this term.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

B. Terms, Conditions and Responsibilities (Cont'd)

14. Liability and Indemnification

To the extent permitted by law, while preserving any immunities, protections and defenses afforded the Company and the E9-1-1 Customer under the Colorado Constitution, Colorado Revised Statutes or Colorado common law, the E9-1-1 Customer agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the E9-1-1 Customer or by any other party or person, 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 E9-1-1 Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, which are caused, directly or indirectly, by the negligent, intentional or other wrongful acts or omissions of the E9-1-1 Customer, its officers, agents or employees occurring during the provision of 911 services or in the operation of the 911 system. The E9-1-1 Customer shall not release, indemnify or hold harmless Qwest of acts or omissions of Qwest or others.

15. Company Responsibilities

- a. Creation and loading of SR initial and update files from the Company ALI Database to the Company Control Office. The SR record files will include data from the Company ALI Database.
- b. SR data file(s) will only be updated at the Company Control Office(s) Monday through Saturday, excluding holidays.
- c. The Company will not be responsible or liable for those portions of the system that are not under the Company's control.
- d. Once annually the E9-1-1 Customer or Governing Body, upon request, will be provided a copy of that PSAPs' or Governing Body's SRDB, ALI database or both at no charge for verification of content.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

B. Terms, Conditions and Responsibilities (Cont'd)

16. E9-1-1 Customer Responsibilities

- a. Identifying E9-1-1 Customer locations and specifying unique combinations of police, fire and emergency medical service agencies that will respond to 9-1-1 calls that originate from a specific ESZ.
- b. The E9-1-1 Customer will not use dedicated 911 lines at the E9-1-1 Customer location for local exchange service, administrative purposes, for placing non-emergency outgoing calls, or for receiving calls other than calls placed to 9-1-1.
- c. The E9-1-1 Customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming E9-1-1 lines recommended by the Company to be installed. It is the E9-1-1 Customer's responsibility to ensure the CPE selected is compatible with the service furnished by the Company.
- d. Providing and maintaining inside wiring and cable facilities on the E9-1-1 Customer's side of the demarcation point, unless the Company has other Tariff, Price List, Catalog, or contracting obligations to maintain such wire and cable facilities.
- e. Making such operational tests as, in the judgment of the E9-1-1 Customer, is required to determine whether the E9-1-1 transport system is functioning properly for its use.
- f. Providing a single point of contact to Company for E9-1-1 transport system questions, issues and problems.
- g. Advising the Company of malfunctions that affect E9-1-1 transport system operation.
- h. Participating in system testing as required.

17. TSP charges are not included in the rates for these services.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

B. Terms, Conditions and Responsibilities (Cont'd)

18. Application for E9-1-1 Service must be executed in writing by each E9-1-1 Customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the E9-1-1 Customer.
19. The E9-1-1 Customer must agree in writing to the following terms and conditions:
 - a. That all E9-1-1 calls will be answered on a 24-hour day, seven-day week basis.
 - b. That the E9-1-1 Customer has responsibility for dispatching the appropriate emergency service vehicles within the ESZ, or will undertake to transfer all E9-1-1 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such service are reasonably available.
 - c. That the E9-1-1 Customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming E9-1-1 lines recommended by the Company to be installed.
20. All E9-1-1 Facilities and services will be engineered, installed, and maintained by the Company at sufficient levels to provide a minimum of P.01 Grade of Service. In all situations, a minimum of two circuits will be required to connect each End Central Office or Mobile Switching Center in the E9-1-1 System to the Control Office.
21. Where facilities permit, the E9-1-1 Customer can request diversification and redundancy, in addition to that normally provided pursuant hereto, for any or all inter-office and/or local facility routes. Additional charges for such Facilities, or the construction and provisioning thereof, will be the responsibility of the E9-1-1 Customer and will be assessed on an individual case basis for requested diversity.
22. When the ALI service feature is provided, two data Facilities will be required to connect each E9-1-1 Customer in the ESZ to the ALI Data Node.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service

1. ALI Database

a. Description

An E9-1-1 related service that can store information that will assist in identifying and forwarding the originating caller address and related information to a designated E9-1-1 Customer. This information may be displayed on the E9-1-1 Customer's computer consoles at the time the call is answered. The ANI data generated by the End Central Office is used to retrieve the ALI information.

b. Terms and Conditions

- (1) If ALI Services other than those listed in this Tariff are requested, the Company reserves the right to charge for that service.
- (2) Company Responsibilities:
 - Providing Company data records for Company exchanges, initially and as changes to Company service occur.
 - The Company is only responsible for the correction of Company records. All other records are the responsibility of the data providers.
 - Creating, loading and maintaining an ALI database of telephone number record information for the entire 911 service area.
 - The Company shall only be required to process subscriber records provided in the data format pursuant to the Commission Rules.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service

1. ALI Database

b. Terms and Conditions

(2) Company Responsibilities: (Cont'd)

- Processing of service order updates electronically in the ALI database and updating the ALI database within one business day of receipt of records from Company or other data provider source databases. Data will be processed Monday through Saturday, excluding holidays or within one business day of receipt, Monday through Friday, if provided via fax.
- Performing daily error correction activities on Company records within 48 hours of error detection. Error correction activities include the investigation and correction of error records for the appropriate referral of the errors to the 911 coordinator after use of Company resources and three attempts to reach the E9-1-1 Customer.
- Providing update records which do not pass MSAG edits to the creator of errors. Data will be processed Monday through Saturday, excluding holidays.
- Promptly investigating and resolving update record errors resulting from processing of updates to the 911 database. Known error records (e.g., specific address unknown) temporarily placed into the ALI database during investigation are considered error records.

(3) E9-1-1 Customer Responsibilities:

- Providing to the Company the ESZ assignments with street names, address ranges, political community, and other mutually agreed upon routing criteria prior to a date mutually agreed upon by the E9-1-1 Customer and the Company.

(N)

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service

1. ALI Database

b. Terms and Conditions

(3) Customer Responsibilities: (Cont'd)

(C)

- With the assistance of the Company, providing verification of the accuracy of all routing information in the MSAG.
- Communicating changes to the Company as soon as possible after becoming aware of the change to keep the MSAG accurate. Additions or changes will be reported in a format as agreed upon by the E9-1-1 Customer and the Company.
- Coordinating the activities between Qwest and the E9-1-1 Customer's Network Service Provider.

2. Master Street Address Guide (MSAG)

a. Description

The MSAG is a companion database to the ALI & SR databases. The MSAG describes listings of all street names in each emergency service zone, house number ranges for each street, and other information as necessary to provide ALI and SR.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service

2. Master Street Address Guide (MSAG) (Cont'd)

b. Terms and Conditions

(1) E9-1-1 Customer's Responsibilities:

- (a) The E9-1-1 Customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the ESZ(s). A range of Admin ESNs will be provided by the Company. Prior to the effective date of service, the E9-1-1 Customer will associate these Admin ESNs with street address ranges in the ESZ. These Admin ESNs will be programmed into Company Automatic Location Identification Data Base and loaded on the Company Control Office to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling calls from each telephone in the ESZ.
- (b) The following terms define the E9-1-1 Customer's responsibility in providing this information:
 - After establishment of service, it is the E9-1-1 Customer's responsibility to continue to verify the accuracy of the routing information contained in the MSAG and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, 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 911 calls to the proper E9-1-1 Customer.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service

2. Master Street Address Guide (MSAG)

b. Terms and Conditions

(1) E9-1-1 Customer's Responsibilities:

(b) The following terms define the E9-1-1 Customer's responsibility in providing this information: (Cont'd)

- The E9-1-1 Customer will respond to MSAG inquiries from telephone companies or contracted database suppliers following notification.
- Update and maintain the MSAG.
- E-9-1-1 Customer shall respond when MSAG queries to the E9-1-1 Customer are generated.
- Making operational tests as, in the judgment of the E-9-1-1 Customer, are required to determine whether the E9-1-1 Transport System is functioning properly for its use.
- Coordinating the activities between the Company and other service provider(s) serving the E9-1-1 Customer.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service

2. Master Street Address Guide (MSAG)

b. Terms and Conditions (Cont'd)

(2) Company Responsibilities

- (a) Consult with the E9-1-1 Customer on design of MSAG and Emergency Service Zones. Provide training and written documentation to the E9-1-1 Customer and other telephone companies' appointed MSAG coordinator on file development.
- (b) Provide a range of Administrative Emergency Service Numbers to the E9-1-1 Customer.
- (c) Build and maintain MSAG file in concert with the E9-1-1 Customer and other telephone companies pursuant to the Commission Rules.
- (d) Provide initial development and load of selective routing tables into the Company's Control Office/Tandem.
- (e) Providing upon request and at no additional charge, a complete written or electronic copy of the MSAG on a quarterly basis to the E9-1-1 Customer, Governing Body and ALI database providers for use in verifying the accuracy of the data.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service

2. Master Street Address Guide (MSAG)

b. Terms and Conditions (Cont'd)

(3) Application of Charges

- (a) Records included in the SRDB supporting subscribers to PS/ALI, will be excluded from E9-1-1 Customer Record Counts.
- (b) Charges are applied to special SRDB Related Projects for which the Company provides staffing to administer and complete projects considered other than normal workload. Projects considered to be other than normal workload are Annexations or Re-addressing projects producing more than 75 MSAG ledgers from one E9-1-1 Customer required to be completed in one day.
- (c) The rates and charges for MSAG preparation apply when new E9-1-1 systems are developed and Qwest does not currently house or maintain an MSAG for the E9-1-1 Customer. These do not apply when an existing MSAG is divided or combined to create a different MSAG(s).
- (d) The rates and charges for MSAG preparations include three simulations. Additional simulations are provided at the Tariff rate.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service (Cont'd)

3. Transport Service

- a. Automatic Number Identification (ANI): The process used on 9-1-1 calls to automatically identify the calling station, and the automatic display of the caller's telephone number on telephone answering equipment used by operators at the PSAP.
- b. Control Office Trunk-Termination, Incoming or Outgoing: The point of connection for a trunk originating in an End Central Office and terminating at the Control Office (Incoming) or a trunk originating in a Control Office and terminating at the PSAP (outgoing).
- c. Network Access Channel, 2-wire: Provides a transmission termination between an End Central Office and a PSAP interface utilizing a 2-wire connection.
- d. Network Access Channel, 4-wire: Provides a transmission termination between an End Central Office and a PSAP interface utilizing a 4-wire connection.
- e. Channel Performance, VG 32:
 - One-way transmission terminating 9-1-1 calls at the PSAP demarcation point.
 - Line grade of service (Voice grade 32)
 - An analog, voice grade frequency transmission capability
 - Supervisory signaling given at a telephone or private switch in response to completing the loop current path

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service

3. Transport Service (Cont'd)

f. Channel Performance, VG33, which includes:

- End Central Office to Company Control Office, consisting of:
 - One-way transmission terminating 9-1-1 calls at the Control Office
 - Trunk grade of service (Voice grade 33)
 - Supervisory signaling and trunk termination
 - CAMA or SS7 type format of ANI
 - An analog, voice grade frequency transmission capability
- End Central Office to SR Switch provided by the Company, consisting of:
 - One-way transmission terminating 9-1-1 calls at the SR switch provided by the Company
 - Trunk grade of service (Voice grade 33)
 - Multi-frequency address signaling at End Central Office and SR switch
 - CAMA or SS7 type format of ANI
 - An analog, voice grade frequency transmission capability
 - 2-wire, loop reverse battery supervisory signaling

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service

3. Transport Service

f. Channel Performance, VG33, which includes: (Cont'd)

- End Central Office to PSAP, consisting of:
 - One-way transmission terminating 9-1-1 calls at the PSAP
 - Trunk grade of service (Voice grade 33)
 - Multi-frequency address signaling at End Central Office and PSAP
 - CAMA type format of ANI
 - An analog, voice grade frequency transmission capability
 - 2-wire, loop reverse battery supervisory signaling
- Company Control Office (Selective Router) to PSAP:
 - One-way transmission terminating 9-1-1 calls at the PSAP
 - Trunk grade of service (Voice grade 33)
 - Multi-frequency address signaling at Control Office and PSAP
 - CAMA type format of ANI
 - An analog, voice grade frequency transmission capability
 - 2-wire, loop reverse battery supervisory signaling

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service

3. Transport Service

f. Channel Performance, VG33, which includes: (Cont'd)

- Company Control Office to Company Control Office, consisting of:
 - One-way transmission terminating 9-1-1 calls at the Control Office
 - Trunk grade of service (Voice grade 33)
 - CAMA or SS7 type format of ANI
 - An analog, voice grade frequency transmission capability
 - 2-wire, loop reverse battery supervisory signaling

g. Channel Performance, VG 36, which includes:

- Data Stream, which provides the connection from the ALI Data Node to the PSAP, consisting of:
 - An analog, voice grade data transmission path (Voice grade 36)
 - 1200 baud BPS minimum
 - Full duplex
 - PSAP termination(s) in a Company provided 202T asynchronous type modem
 - 4-wire connection

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

C. E 9-1-1 Service

3. Transport Service (Cont'd)

h. Selective Routing (SR), which includes:

- Use of Control Office hardware, software and switching capabilities
- Line Concentration
- Forced Disconnect
- Fixed Transfer
- Manual Transfer

D. Rates and Charges

1. The E9-1-1 Customer may purchase inside wiring services ^[1] under the terms and conditions of the Company's Exchange and Network Services Catalog, Section 13, Customer Premises Wire and Maintenance Plans.
2. Tie lines, private lines, extension service lines and other such channels connecting the E9-1-1 Customer to various representatives such as police, fire or ambulance service are provided at established rates and charges for such channels and facilities as specified in this or other Company Tariffs or Catalogs.
3. Charges for additions, removals, moves or changes of network access facilities or equipment which are not covered by any Company Tariff or Price List, will be calculated on the basis of hourly rates and the cost of materials. A written estimate that specifies the rates for time and material and which includes a "not to exceed" amount as a maximum charge will be submitted to the E9-1-1 Customer prior to the work commencing.

[1] These services are not regulated by the Colorado Public Utilities Commission.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

D. Rates and Charges (Cont'd)

4. If E9-1-1 services other than those listed in this Tariff are requested, the Company reserves the right to charge the E9-1-1 Customer for that service. In any instance where individual case basis (ICB) charges apply, an estimate of charges and negotiated completion dates will be provided to the E9-1-1 Customer before the work is scheduled to begin.
5. Rates and charges for E9-1-1 ALI, Selective Routing, Transport Service and WMRC indicating a "Per 100 Records" charge are based upon the number of Records maintained in the SRDB for the E9-1-1 Customer. The number of records maintained in the SRDB for the E9-1-1 Customer is determined at the time service is established and quarterly thereafter. For billing purposes, the number of SRDB records will be the sum of records within the ESZ(s) for all E9-1-1 Customers, charged on a single bill, rounded to the nearest 100. If the Governing Body requests the bill, the number of SRDB records will be the sum of records for all E9-1-1 Customers within the Governing Body Service Area, charged on a single bill and rounded to the nearest 100.
6. The number of Records used in billing calculations shall be determined by counting records for the E9-1-1 Customer in the SRDB on any calendar day during the second month of each quarter. That amount shall then be applied for billing beginning with the first full billing cycle of the following quarter.
7. The Company will submit a monthly billing statement for all tariffed charges. While the E9-1-1 Customer is responsible for payment of the bill, the Governing Body may request it receive the bill and pay the Company.
8. A Governing Body or an E9-1-1 Customer may request, at no charge, the number of records for which the E9-1-1 Customer was billed, by class of service and company ID. However, prior to providing such information, the Company shall give a minimum 10 days notice to the effected service provider, with an opportunity for them to object to the sharing of information.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

D. Rates and Charges (Cont'd)

9. E9-1-1 Service

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	
• ALI, per 100 Records ^{[1][2]}	\$0.19	\$3.26	
• Selective Routing, per 100 Records ^{[1][3]}	0.19	2.58	
• E9-1-1 Transport Service, per 100 Records ^{[1][3]}	0.19	4.66	
• Additional (optional)			(T)
- E9-1-1 EM & ES Trunk each ^{[3][4]}	ICB	ICB	(T)

^[1] Rates and charges apply to a minimum of 100 Records. If the billing is done at the E-911 Customer level, the number of SRDB records will be the aggregate of records for the E9-1-1 Customer, charged on a single bill, rounded to the nearest 100, with a minimum of 100 records. If the billing is done at the Governing Body level, the number of SRDB records will be the sum of records for all E9-1-1 Customers within the Governing Body Service Area, charged on a single bill and rounded to the nearest 100. Record count will be updated quarterly to adjust customer billing.

^[2] An E9-1-1 Customer may not purchase ALI without also incurring charges for Selective Routing and Transport Service.

^[3] Selective Routing and E9-1-1 Transport Service must be purchased together.

^[4] Rates and charges apply to E9-1-1 Customer requested additional circuits between an End Central Office to Control Office and/or Control Office to E9-1-1 Customer for a grade of service engineered greater than the standard P.01 grade of service.

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Issued: 08-01-2017
Effective: 09-01-2017

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

D. Rates and Charges (Cont'd)

10. Wireless Monthly Recurring Costs (WMRC)

- a. The wireless carriers' monthly recurring costs shall be approved by the Colorado Public Utilities Commission, and billed by the Company to the E9-1-1 Customer as part of the Company's tariff rates.
- b. WMRC is in addition to the E9-1-1 Transport Services rates and charges. Each E9-1-1 Customer subscribing to E9-1-1 Transport Service will be charged WMRC, even if they do not receive wireless 911 calls.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
• Per 100 records ^[1] ^[2] ^[3]	\$0.00	\$0.00

^[1] Rates and charges apply to a minimum of 100 Records. If the billing is done at the E-911 Customer level, the number of SRDB records will be the aggregate of records for the E9-1-1 Customer, charged on a single bill, rounded to the nearest 100, with a minimum of 100 records. If the billing is done at the Governing Body level, the number of SRDB records will be the sum of records for all E9-1-1 Customers within the Governing Body Service Area, charged on a single bill and rounded to the nearest 100. Record count will be updated quarterly to adjust customer billing.

^[2] An E9-1-1 Customer may not purchase ALI without also incurring charges for Selective Routing and Transport Service and Wireless Monthly Recurring Cost.

^[3] All E9-1-1 Customers will be charged the Wireless Monthly Recurring Cost.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.1 UNIVERSAL EMERGENCY NUMBER SERVICE – 911 (Cont'd)

D. Rates and Charges

10. Wireless Monthly Recurring Costs (WMRC) (Cont'd)

	<u>USOC</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
• MSAG Preparation			
- (0-5,000 records)	NKC9A	\$11,180.00	—
- (5,001-20,000 records)	NKC9B	12,870.00	—
- (20,001-50,000 records)	NKC9C	16,250.00	—
- (>50,000 records)	NKC9D	ICB	—
• MSAG Preparation Additional			
- Copies of Reports, per report	NKC9P	32.50	—
- MSAG Preparation Additional Simulations, per Simulation	NKC9Q	3,250.00	—
- Special SRDB / MSAG Projects		ICB	—

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.2 GROUP ALERTING AND DISPATCHING SERVICE

A. Terms and Conditions

1. Group alerting and dispatching telephone service is available to volunteer fire departments, military bases, airports, industrial plants, and other organizations that have a requirement for making simultaneous emergency calls to a fixed group or groups of exchange or PBX telephones.
2. The service is furnished only in dial CO areas or in connection with dial PBX Service.
3. A maximum of 480 telephone lines may be connected for the service within any one CO area in connection with exchange service or with each PBX system, in connection with PBX Service. The lines connected may be limited to a single group, or may be divided into a maximum of seven groups through the CO or PBX grouping equipment. Where exchange service lines are terminated in more than one CO, a maximum of four groups is permitted in any additional CO.
4. The system provides for a maximum of one main and two alternate calling telephone stations, all served by the same CO or PBX control equipment. Facilities may also be provided at the CO or PBX and at the calling location for the use of a second or alternate control pair in the event of failure of the regular facilities.
5. The customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, 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, 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 equipment or facilities associated with this service.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.2 GROUP ALERTING AND DISPATCHING SERVICE (Cont'd)

B. Rates and Charges

1. Group calling common control equipment including power unit, alarm test equipment, 1 line control equipment and 1 grouping equipment

	<u>USOC</u>	<u>Termination Charge</u> ^[1]	<u>Installation Charge</u>	<u>Monthly Rate</u>
• In the controlling CO in connection with exchange service at the PBX in connection with PBX Service				
- Single group system each	56V	\$2,136.00	\$106.80	\$109.59
- Multigroup system each	6EF	2,670.00	213.60	146.13
• Insubordinate CO in connection with exchange service				
- Single or multigroup system, each	56W	2,136.00	106.80	109.59

[1] The termination charge reduces 1/60 for each month the monthly rate is paid.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.2 GROUP ALERTING AND DISPATCHING SERVICE (Cont'd)

B. Rates and Charges (Cont'd)

2. Other Equipment

	<u>USOC</u>	<u>Termination Charge</u> ^[1]	<u>Installation Charge</u>	<u>Monthly Rate</u>
• Additional grouping equipment, each	6EG	\$ 53.00	\$16.00	\$ 3.65
• Line terminating equipment for exchange or PBX lines, each	56Y	53.00	–	2.44
• Control line, alternate or monitoring, each ^[2]	N/A	See Note ^[2]	See Note ^[2]	See Note
• Alternate control line equipment, each	6EH	374.00	26.70	24.35
• Recorded announcement service, each ^[3]	N/A	N/A	See Note ^[3]	See Note
• Interoffice lines for multi-office exchange service installation, each ^[2]	56Z	See Note ^[2]	See Note ^[2]	See Note
• Line connections and rearrangements				
- Exchange or PBX station line, subsequent to installation of line terminating equipment, first line	N/A	N/A	See Note ^[4]	–
- Additional line at the same time	N/A	N/A	\$1.05	–

^[1] The termination charge reduces 1/60 for each month the monthly rate is paid.

^[2] Voiceband/Data Circuit is required.

^[3] Rates and charges for automatic answering only equipment apply.

^[4] See Section 5.2 of CenturyLink QC's *Local Terms of Service* for applicable rates

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.3 GROUP ALERTING AND REPORTING SERVICE

A. Public Emergency Reporting Service - Small Office

1. Terms and Conditions

- a. Public Emergency Reporting Service is designed for use of police and volunteer fire departments, etc., in small manual and community dial exchanges. The system is arranged so that the line associated with the telephone number designated to receive fire or other emergency reporting calls may be terminated in a number of telephones at various locations in the exchange. This arrangement will permit a number of people to receive emergency calls and sound the alarm where required. Rates and charges for the exchange access line include touch-tone.
- b. The telephone lines are not used for regular exchange telephone service. Telephones may be equipped with a signal key to actuate the customer-provided remote warning signal.
- c. A maximum of 10 telephones may be provided on a system. The telephone line at the location where emergency calls are generally received is the main station line. Telephone lines at all additional emergency reporting locations are considered extension station lines. Control equipment may be provided to actuate a maximum of four remote signals.
- d. The customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, 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, 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 equipment or facilities associated with this service.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.3 GROUP ALERTING AND REPORTING SERVICE (Cont'd)

A. Public Emergency Reporting Service - Small Office (Cont'd)

2. Rates and Charges

a. Public Emergency Reporting Service - Small Office

- b. Where the customer-owned signal is not on the same premises as one of the emergency reporting telephones, regular Exchange Service extension rates and charges will apply to the circuit to the signal location.
- c. Rates and charges for Public Emergency Reporting Service do not include provision of telephones or signal control equipment.
- d. Exchange Service extension rates and charges apply for telephones at additional reporting locations.

	<u>USOC</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
• Common equipment at the CO to actuate remote signal control equipment, each	PN8	\$15.00	\$2.44
• Main Access Line at emergency reporting headquarters ^[1]	1VS	\$54.00	\$34.60

[1] In addition to the above rates and charges, Business Wire Maintenance charges apply.

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EMERGENCY REPORTING SERVICES

9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.3 GROUP ALERTING AND REPORTING SERVICE (Cont'd)

B. Wescom 931 Emergency Alerting System

1. The Wescom 931 Emergency Alerting System is available in all dial CO areas to facilitate the making of concurrent emergency calls to a fixed group or groups of numbers (individual line customers or station lines) to eliminate the need for making individual calls to each number.
2. Terms and Conditions
 - a. The approval for connection of the individual customer's exchange line to the emergency alerting equipment will be the responsibility of the customer and upon objection from the individual customer to such connection, the Company may disconnect the individual customer's line from the emergency alerting equipment.
 - b. The Wescom 931 Emergency Alerting System is designed to work out of the customer's serving CO, (Centrex). If the system is working out of a CO, all of the individual line customers connected to that system must have service originating from that CO. However, one system may be located in one CO and another in a second CO; these two may be connected via private line and work as one alerting system.
 - c. No fewer than two and no more than sixty individual customer lines or telephone lines can be terminated in the system.
 - d. The Wescom 931 Emergency Alerting System can be activated by one of two methods: (1) by providing a dedicated line facility to the common equipment such that when the telephone associated with that dedicated line goes off hook it rings the stations to be alerted. Charges for private line mileage would apply as appropriate. And (2) by establishing a telephone number in the CO or a PBX or Centrex station number that, when dialed, rings the stations to be alerted.
 - e. In the event of failure of service greater than 24 hours duration, the Company's liability will be limited to a credit adjustment of the monthly billing prorated according to the time out of service. A 30-day month will be assumed for purposes of proration.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.3 GROUP ALERTING AND REPORTING SERVICE (Cont'd)

B. Wescom 931 Emergency Alerting System

2. Terms and Conditions (Cont'd)

- f. The customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits, or other action, any liability whatsoever, whether suffered, made, instituted or asserted by the customer or any other party or person, 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, 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 equipment or facilities associated with this service.
- g. The line unit subsequent installation charge applies for connections of additional or replacement lines to the Wescom system.

3. Rates and Charges

Rates and charges specified for the Wescom 931 Alerting System are in addition to rates and charges for lines with which the system is associated.

CO Controlled

	<u>USOC</u>	<u>Nonrecurring Charge</u>	<u>Installation Charge</u>	<u>Monthly Rate</u>
• Common equipment, per 20 ports, each	GE1CO	\$15.00	–	\$76.82
• Mounting shelf, each	GE2CO	15.00	–	20.58
• Emergency reporting line unit, each				
- Initial installation	GE3CO	15.00	–	11.69
- Subsequent installation	GE3CO	15.00	\$65.75	11.69
• Emergency alerting line unit, each				
- Initial installation	GE4CO	15.00	–	10.09
- Subsequent installation	GE4CO	15.00	83.55	10.09

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Issued: October 16, 2017
Effective: November 18, 2017

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.4 PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION (PS/ALI)

(T)

A. Description

Private Switch Automatic Location Identification (PS/ALI) is a service offering which allows a Private Branch Exchange (PBX) switch to send Automatic Number Identification information to an Enhanced 911 (E9-1-1) Control Office from individual PBX stations for the purpose of providing site or station location information on an E9-1-1 call, or for selectively routing that call to the appropriate Public Safety Answering Point. PS/ALI is also available for Centrex/CENTRON services to provide the E9-1-1 system with more specific location and routing information. These are the only intended uses for this service.

B. Terms and Conditions

1. PS/ALI Customer's Responsibilities and Requirements:

- a. Application for PS/ALI Service must be executed in writing by each PS/ALI Customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the PS/ALI Customer.
- b. The PS/ALI Customer will coordinate with the PSAP to ensure that area boundaries are identified and that any required MSAG additions or modifications are provided to the Company.
- c. The PS/ALI Customer will provide full ANI for every station within the private switch. The information must be approved by the Company prior to implementation to ensure that no conflict exists between the private switch and the Company's overall numbering plan.
- d. ANI multifrequency signaling must conform to the specifications outlined in Technical Publication 77338, Qwest Corporation Enhanced 911 For Private switch/Automatic Location Identification Service Network Interface Specification.
- e. The PS/ALI Customer must create, maintain and forward to the Company, current telephone number and address data in the format and time intervals negotiated between the Company and the PS/ALI Customer. The Company will annually provide every PS/ALI Customer a copy of their database records.

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Issued: 08-01-2017
Effective: 09-01-2017

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.4 Private Switch/Automatic Location Identification (PS/ALI)

B. Terms and Conditions

1. PS/ALI Customer's Responsibilities and Requirements: (Cont'd)

- f. The private switch must be directly connected to the E9-1-1 Control Office via dedicated Voice Grade Trunks. The private switch must be configured to recognize the "911" or "E9-1-1" code as a complete dialing sequence. It must route 911 calls to the dedicated 911 trunk group without overflowing to any other access facility. Each system will maintain a P.01 grade of service or better. The Company recommends the PS/ALI Customer order a minimum of two trunks per private switch to provide redundancy to the system. The PS/ALI Customer may elect to order one trunk at the PS/ALI Customer's discretion.
- g. The PS/ALI Customer must develop and implement procedures to prevent the unauthorized or illegal use of PS/ALI trunks. These dedicated trunks may not be used for any purpose other than 911.
- h. The PS/ALI Customer must use Personal Computer hardware and software (or PC equivalent hardware and software) for ongoing record update programs and processes that conform to the specifications outlined in the Company's PS/ALI user's manual.
- i. Making operational tests as, in the judgment of the PS/ALI Customer, are required to determine whether the E9-1-1 Transport System is functioning properly for its use.
- j. Coordinating the activities between Qwest and the PS/ALI Customer's Network Service Provider.
- k. The PS/ALI Customer is responsible for the cost of all services associated with the PS/ALI service. Records included in the SRDB Database supporting subscribers to PS/ALI, will not be included in the E-9-1-1 Customer's record counts.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.4 Private Switch/Automatic Location Identification (PS/ALI) (Cont'd)

C. Service

1. Automatic Number Identification (ANI)

The process used on PS/ALI Customer-dialed calls to automatically identify the calling station, and the automatic display of the caller's telephone number on telephone answering equipment used by operators at the PSAP.

2. Control Office Trunk-Termination, Incoming

3. Network Access Channel, 2-wire

Provides a transmission termination between an End Central Office and a PS/ALI Customer interface utilizing a 2-wire connection.

4. Network Access Channel, 4-wire

Provides a transmission termination between an End Central Office and a PS/ALI Customer interface utilizing a 4-wire connection.

5. Channel Performance, VG 32

- One-way transmission terminating 9-1-1 calls at the PS/ALI Customer demarcation point.
- Line grade of service (Voicegrade 32)
- An analog, voice grade frequency transmission capability
- Supervisory signaling given at a telephone or private switch in response to completing the loop current path

6. Selective Routing (SR)

Use of Control Office hardware, software and switching capabilities

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.4 Private Switch/Automatic Location Identification (PS/ALI) (Cont'd)

D. Rates and Charges

	<u>USOC</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
1. Service Provisioning			
• First circuit installed	SCH	\$ 253.56	—
• Each additional circuit	SCHAX	92.44	—
2. Selective Routing			
• Per 100 records ^{[1][2]}	9C2	0.19	\$2.58
• Incoming trunk port	SZ61X	22.22	3.16
3. Site Engineering Fee ^[3]	NKC9S	1,259.20	—
4. ALI, per 100 records ^{[1][2]}	9DS	0.19	3.26
5. Network Access Channel			
• Two-wire, per channel	XCD2D	—	21.11
• Four-wire, per channel	XCD4D	—	42.22

^[1] Rates and charges for PS/ALI apply to a minimum of 100 Records. Rates and charges will be rounded to the nearest 100 for billing purposes. Record count will be updated quarterly to adjust the MRC accordingly.

^[2] PS/ALI Customers managing multiple private systems may consolidate such systems for purposes of applying the ALI rate when the Records are administered by a single point of contact.

^[3] Rate and charges apply to each unique (non-consolidated) system the PS/ALI Customer establishes.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.4 Private Switch/Automatic Location Identification (PS/ALI) (Cont'd)

D. Rates and Charges (Cont'd)

	<u>USOC</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
6. Channel Performance			
• Voice Grade 33 Reverse Battery Signaling	CE92X	\$23.92	\$ 6.24
• Voice Grade 33 E&M Signaling	CE94X	23.92	19.09
7. Transport Mileage, per mileage band, per circuit Mileage Bands			
• Over 0 to 8			
- Fixed	XU9D3	35.74	24.18
- Per mile	XE9DC	—	0.10
• Over 8 to 25			
- Fixed	XU9D4	35.74	24.18
- Per mile	XE9DD	—	0.10
• Over 25 to 50			
- Fixed	XU9D5	35.74	24.18
- Per mile	XE9DE	—	0.10
• Over 50			
- Fixed	XU9D6	35.74	24.18
- Per mile	XE9DF	—	0.10

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Issued: 12-28-2018
Effective: 01-04-2019

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.5 Next Generation 9-1-1 Emergency Services Internet Protocol Network (ESInet) Service

A. General Service Overview

1. The Next Generation 9-1-1 Emergency Services Internet Protocol Network (ESInet) Service enables routing of 9-1-1 requests for assistance to a Customer-designated demarcation point.
2. ESInet Service is a fully managed solution offering emergency call delivery over a managed Internet Protocol (IP) network. The ESInet Service provides a multi-layer redundant IP network architecture and provides routing of 9-1-1 requests for assistance from both traditional and next generation voice networks.
3. The ESInet Service includes the following general functionality:
 - a. Rule-based call routing;
 - b. The ability to transfer 9-1-1 requests for assistance to other PSAPs;
 - c. The ability to transfer incident records or other data, if available, with the transfer of requests for assistance, subject to the availability and capability of PSAP systems;
 - d. The ability to aggregate, route, and transport 9-1-1 requests for assistance that are delivered to the BESP in SIP format in that same format to a PSAP who requests and is capable of receiving and processing such requests for assistance;
 - e. The ability to aggregate, route, and transport 9-1-1 requests for assistance to PSAPs that lack NG911 capability using legacy PSAP gateways;
 - f. The ESInet routing solution provides the ability to interoperate NG9-1-1 systems in various configurations including the hierarchical network-of-networks model. The 9-1-1 technical architecture accommodates interacting ESRPs and ECRFs via the associated SIP and LoST protocols, respectively. Within the ESInet, the ESRP is interconnected with the LIS and ECRF systems. The Policy Routing function is collocated within the ESRP application processing complex. Interconnection with the PSAPs is via the Border Control Function (BCF); and
 - g. Cybersecurity (see § 9.2.5.B.25).

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Issued: 12-28-2018
Effective: 01-04-2019

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9.2 EMERGENCY REPORTING SERVICE

9.2.5 Next Generation 9-1-1 Emergency Services Internet Protocol Network (ESInet) Service

A. General Service Overview (Cont'd)

4. The ESInet Service uses a fully redundant, multi-path, multi-protocol network linking all routing elements. All redundancy mechanisms for core applications and network elements within the ESInet employ failover procedures which are 100% automatic and do not require human intervention.
5. The ESInet Service as initially deployed includes circuit diversity, central office backup power, and network diversity where it existed as of September 1, 2018. Additional circuit diversity, central office backup power, or network diversity may be provided (i) subject to additional Commission-approved tariff charges to Customers pursuant to 4 CCR 723-2-2143(a)(II)-(V), or (ii) without additional charges to Customers pursuant to network improvements implemented at the Company's own initiative for the benefit of customers generally, provided that sufficient capacity exists.
6. Transport of 9-1-1 requests for assistance from the Selective Router or other point of aggregation to the demarcation point for the PSAP or Governing Body shall employ diversity consistent with commission orders and 4 CCR 723-2 § 2143 as that rule existed on September 1, 2018. Charges for additional diversity established pursuant to Rule 2143 shall be reflected in a separate Commission-approved tariff or other offering.
7. As currently offered, the ESInet service does not include geospatial routing functionality, but the proposed ESInet shall be easily adaptable to incorporate GIS data management, ALI/MSAG synchronization, Spatial Information Function, and Data Conversion/Normalization.
8. The ESInet service is capable of providing call back numbers of any calls that were made to 9-1-1 but were unable to be delivered due to a BES outage. Therefore, the Company shall comply with 4 CCR 723-2 § 2143(h) and provide call back information, including ALI information when possible, within two hours of restoration of basic emergency service.

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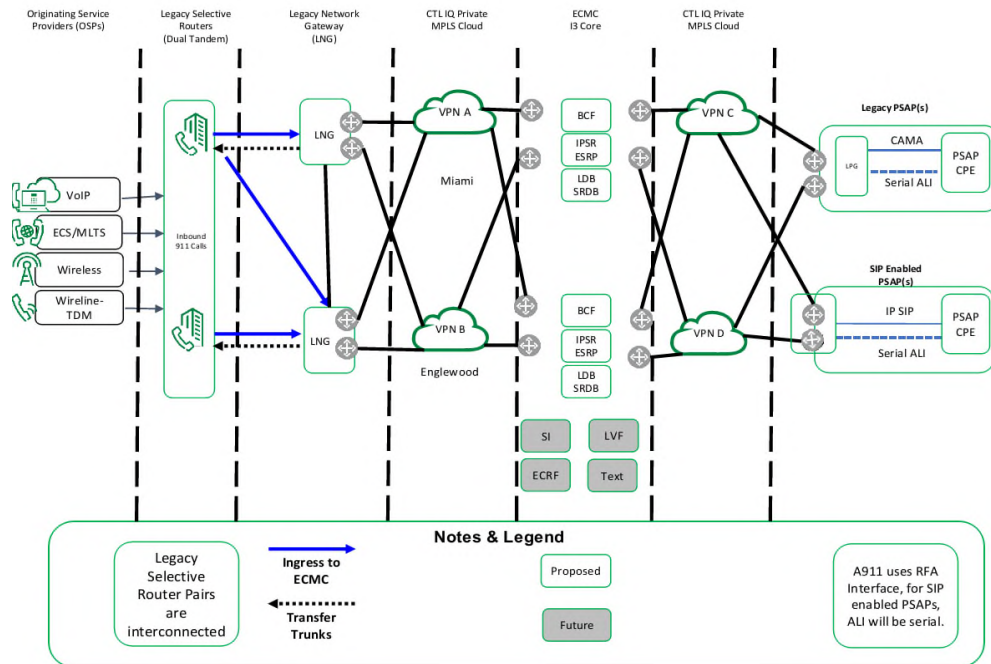
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A. General Service Overview (Cont'd)

9. Below is a long-term logical diagram of the ESInet system:



- Legend:**
- BCF - Border Control Function
 - ECRF - Emergency Call Routing Function
 - ECS – Enterprise Communications System
 - ESRP - Emergency Services Routing Proxy
 - IPSR - IP Selective Router
 - LDB - Location Database
 - LNG – Legacy Network Gateway
 - LPG – Legacy PSAP Gateway
 - MLTS – Multi-Line Telephone System
 - MPLS – Multiple Protocol Labeling Service
 - SI - Spatial Interface
 - TDM – Time Division Multiplexing
 - Text - Text to 911 service
 - VPN – Virtual Private Network

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.5 Next Generation 9-1-1 Emergency Services Internet Protocol Network (ESInet) Service

B. Terms, Conditions, and Responsibilities

1. The Company will provide, and Customer will purchase, the Company's Next Generation ("NG") 9-1-1 ESInet service provided under this tariff ("Service" or ESInet Service"). The ESInet Service enables the routing of 9-1-1 requests for assistance to the Standard Network Interface. Service includes Location Information, Aggregation and Routing, and IP Transport necessary to support the delivery of a designated number of Concurrent Sessions equivalent to a P.01 grade of service.
2. The Company offers the Service under the terms, rates, and charges set forth in this tariff, and any other applicable laws or regulations. Customer will comply with and be bound by the tariff, including later added or revised terms, rates and charges applicable to the Service when they become effective. If the Company's records, and/or the tariff conflict, the tariff prevails. The Company reserves the right to amend or change the tariff in its sole discretion, with such updated tariff effective upon 30 days' notice to Customers and fulfillment of any regulatory requirements.
3. The number "9-1-1" is intended as a universal emergency telephone number that provides the public direct access to a Public Safety Answering Point ("PSAP"). Service includes components necessary for the answering, transferring, and forced disconnect of 9-1-1 requests for assistance originated by persons within the area served by the BES Customer. Service does not include Customer's telecommunications equipment or CPE. Customer will provide telecommunications equipment with a capacity adequate to handle the number of incoming Concurrent Sessions recommended by the Company to be installed. It is Customer's responsibility to ensure that the telecommunications equipment is compatible with and enables the Customer to receive the Service furnished in this tariff. The Company does not answer and forward 9-1-1 requests for assistance but furnishes the use of its facilities to enable the Customer's personnel to respond to such requests for assistance.
4. Service may include facilities obtained from third parties.

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B. Terms, Conditions, and Responsibilities (Cont'd)

5. Customer will use the ESInet Service only for receiving and responding to requests for emergency assistance. Customer will be responsible for ensuring that each PSAP will also use the ESInet Service as prescribed herein. Any other use of the Service or Company Facilities may result in termination of Service.
6. The Company accepts no responsibility for obtaining or for the accuracy of subscriber, station, or end-user record information provided by OSPs or private telecommunications systems such as PBX or shared tenant services. The Company does accept responsibility for accurately representing the subscriber, station, or end-user record information as and if provided by OSPs or private telecommunications systems such as PBX or shared tenant services in its systems.
7. Customer must promptly notify the Company if the Service is not functioning properly. Some elements of the Service are monitored for performance, but Company monitoring shall not be interpreted, construed, or regarded, either expressly or impliedly as a warranty, service commitment or creating any obligation on behalf of the Company except as otherwise explicitly provided in this tariff nor does it relieve Customer of its responsibilities under this tariff.
8. Neither Customer nor any End Users will own IP addresses used or provided in connection with the Service. The Company owns all such IP addresses and, upon termination of Service, Customer's access to the IP addresses will cease.

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B. Terms, Conditions, and Responsibilities (Cont'd)

9. The network management feature of the Service offers performance management, change management, configuration management, fault monitoring and notification of service impacting network related issues 24x7x365. Remote monitoring of network and computer performance is conducted to provide data on alarms received and reported based on severity. The monitoring tools to capture the elements of a complex end-to-end service environment, such as network elements, computer systems, databases, and the applications themselves. NOC staff monitors the complex dependencies among these managed elements and alerts the appropriate group for interpretation. This provides a method to promptly notify designated personnel of any system failures. Network management does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE.
10. Wherever practicable, maintenance of the managed ESInet shall be performed with no scheduled downtime. The Company shall employ best efforts to ensure that planned events for routine maintenance are scheduled and communicated to avoid impacts to BES Customers' 9-1-1 operations.
11. The Company shall also employ reasonable efforts to schedule Service deployments and cut-overs outside of PSAP installation blackout periods (for university move-in, move-out or graduation, state fairs, or similar events), provided that the PSAP notifies Company of such blackout periods in writing.
12. The Company will not debug problems on, or configure any of Customer's internal or external hosts or networks (e.g., routers, DNS servers, mail servers, WWW servers, and FTP servers, etc.)

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B. Terms, Conditions, and Responsibilities (Cont'd)

13. Neither the Company nor any Customer will, without the prior written consent of the other party: (a) use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this tariff) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. The Company's consent may only be given by its Legal Department. A party may disclose Confidential Information if: (c) required to do so by a governmental agency or by operation of law; (d) to protect its rights or property or those of others against fraud, harassment or misuse of service; or (e) to pursue its rights and remedies under this tariff. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature that is conspicuously marked as "confidential," and that: (f) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (g) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information includes the Company's End User information that consists of names, addresses and telephone numbers of telephone service subscribers of the Company and of other service providers (to the extent the information has been provided to the Company for inclusion in its 9-1-1/E9-1-1 database), including non-published and non-listed telephone service. Customer and Company understand that the use of the Company's End User information involves certain duties and responsibilities imposed by law or Tariff with regard to the use and distribution of such information. The Company's End User information will be provided to Customer on a case-by-case basis and will be used by Customer only for the purpose of responding to 9-1-1 emergency requests for assistance. Confidential Information will not include information that is in the public domain through no breach of this tariff by the receiving party or is already known or is independently developed by the receiving party.

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B. Terms, Conditions, and Responsibilities (Cont'd)

14. The Company does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to the Company's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, the Company and Customer agree that the Company is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of this tariff.
15. For each fiscal period for Customer: (a) Customer shall include in its budget request appropriations sufficient to cover Customer's obligations under this tariff; (b) Customer shall use reasonable and lawful means to ensure that sufficient funds to discharge its obligations can and will be appropriated and made available for this purpose; and (c) Customer will not use non-appropriations as a means of terminating ESInet service in order to acquire functionally equivalent products or services from a third party. If that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this tariff and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by the Company), Customer may terminate service provided pursuant to this tariff without incurring termination charges by giving the Company not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by the Company through the date of termination.

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B. Terms, Conditions, and Responsibilities (Cont'd)

16. Unless otherwise provided herein, all required notices to the Company must be in writing, sent to 931 14th St., 9th Floor, Denver, CO 80202; Fax#: 888-778-0054; Attn.: Legal Department, and to the Customer at its then current address as reflected in the Company's records, and to any other person or address designated in writing by Customer.; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.
17. Except as specifically provided otherwise in this tariff or in Commission rules, the Company may contact Customer, via e-mail at the e-mail address(es) provided to the Company when the Customer ordered the Service, or any other email address designated in writing by the Customers, for any reason relating to the Service, including for purposes of providing Customer any notices required under this tariff. Customer agrees to provide the Company with any change to its e mail address.
18. All use of the Service must comply with the Acceptable Use Policy ("AUP"), posted at www.centurylink.com/legal as of September 1, 2018 and incorporated by reference into this tariff. The Company may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect the Company's network and Customers, and such change will be effective upon posting to the Web site. Any changes to the AUP must be consistent with and limited to the purpose of the AUP to encourage responsible use of the Company's networks, systems, services, Web sites, and products.

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B. Terms, Conditions, and Responsibilities (Cont'd)

19. Customer shall not assign any of its rights or obligations under this tariff without the prior written consent of the Company, which consent will not be unreasonably withheld. Customer shall not assign its rights or obligations under this tariff to a reseller or a telecommunications carrier under any circumstances and shall not resell the Service. The Company may make changes to features or functions of its Services that do not materially impair or change the Service, provided the Company shall timely provide training to Customer at no cost to Customer regarding the modified functions or features. For material changes, the Company will provide 30 days prior written notice, but may provide a different notice period if the change is based upon Regulatory Activity or would have the impact of changing or conflicting with Tariff provisions. "Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction. The ESInet Service is intended solely for the Company and Customer and not to benefit any other person or entity. If any term of the tariff is held unenforceable, such term will be construed as nearly as possible to reflect the original intent and the remaining terms will remain in effect.
20. Neither the Company's nor any Customer's failure to insist upon strict performance of any provision of the tariff will be construed as a waiver of any of its rights hereunder. Neither the Company nor any Customer will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" includes only events outside the reasonable control or reasonable oversight of that party and its vendors. These may include, without limitation: act of God, fire, flood, sabotage, acts of terror, government laws or regulations, war or civil disorder, labor strike, fiber cuts, or material shortages or unavailability.

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B. Terms, Conditions, and Responsibilities (Cont'd)

21. A Customer's order of ESInet Service under this tariff authorizes the Company to act as the Customer's Agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), and/or Customer Premises Equipment ("CPE") Maintenance Provider for the limited purposes of provisioning, maintaining, or repairing the ESInet Service. Service activities may consist of working with Customer's LEC, IXC, ISP, and/or CPE Maintenance Provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE Maintenance Provider on Customer's transport links or CPE when an alarm or fault has been detected in the ESInet Service; and (d) discussing fault information with the LEC, IXC or CPE Maintenance Provider on behalf of Customer to facilitate resolution of the problem.

22. 9-1-1 NET

- a. Company shall make the web-based data management system, provided by West Safety Services, Inc. (WSS), 9-1-1 NET, available to each customer. That system allows each Customer PSAP, OSPs, and WSS data analyst to perform a number of functions. Company will provide Customer with instructions on the use of 9-1-1 NET and update those instructions as necessary.
- b. The 9-1-1 NET system provides PSAPs with online access to production 9-1-1 data, change requests/discrepancy reports, historic tracking and reporting capabilities. The system automatically returns a transaction number verifying the acceptance of the change request, which can be used later to search for the record.
- c. With 9-1-1 NET, Customer PSAPs can access 9-1-1 data records in their E9-1-1 Service area, including MSAG records, TN and TN error records, past ALI responses, and ESN/ELT records, and request and track corrections to these records through change requests ("CRs") and discrepancy reports ("DRs"). Through 9-1-1 NET, Customer PSAPs are able to query for and export up to 10,000 records, and they can also obtain status information and metrics data.
- d. With 9-1-1 NET, TSPs can access their TN records, TN error records, and TN change requests; process change requests (CRs/DRs) referred to them and view MSAG records.

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B. Terms, Conditions, and Responsibilities (Cont'd)

23. Reporting Tool and Reports: Clear View Reporting Tool

- a. Customer will be provided with up to three Clear View Reporting tool user accounts per Customer PSAP for access to Service metrics. Clear View provides a number of breakout reports which can be queried based on a daily, weekly, or monthly basis. Customer may determine the distribution of these user accounts between Customer's administrative staff and Customer's PSAPs.
- b. Each user will be assigned a unique user ID, password, and a Secure ID token ("User Account"). User Accounts may not be shared. The Company will work with Customer to determine and configure the appropriate data access profile for each user account. User Accounts, which may include a physical security device to support two-factor authentication, may not be shared. Each Customer will receive a reasonable number of User Accounts and SecureID tokens at or before the time its order is provisioned. Additional User Accounts or replacement of a misplaced security device are subject to additional Security Device fees, which will be assessed to Customer by Company at its cost.
- c. Updates are typically completed to daily data sets by 9:00 AM Mountain Time ("MT"), and to monthly data sets by the sixth business day of each month immediately following the reporting month. Customer shall be able to access one year of metrics data through the Clear View Reporting tool. Customer metrics report requests older than one year will be priced on an individual contract basis.
- d. Support services for the Clear View reporting tool shall be available during normal business hours, defined as Monday through Friday 8:00 AM to 5:00 PM Mountain Time, excluding holidays.

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B. Terms, Conditions, and Responsibilities (Cont'd)

23. Reporting Tool and Reports: Clear View Reporting Tool (Cont'd)

- e. Reports. The following reports for the Service shall be provided with the Clear View tool. Clear View call processing and call status reports include:
- i. Event Count Reports per Hour— provides metrics for total calls in which Customer's PSAP participated by hour for a day, week or month
 - ii. Event Count Report by Trunk Group – provides metrics for total calls in which Customer's PSAP participated and provides metrics for calls attempted, calls transferred out, calls transferred in
 - iii. Event Count by Routing Reason and Destination – Indicates counts where Customer's PSAP participated as the Primary versus Alternate, whether the call was answered or busy, for Default versus Selective routed, and for call where the destination was "Not Available" (includes abandoned, rejected, transferred and handed-off calls). Provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.
 - iv. Event Count by Type – Indicates counts by call type (wireless, wireline, VoIP) where Customer's PSAP is primary, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in.
 - v. Event Count by Incoming Trunk – Indicates the number of calls sent to Customer's PSAP by each trunk, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.
 - vi. Bridge Call Summary – provides metrics for calls bridged in or out by bridge type (fixed, selective, manual). Call detail is available for each bridged call.
 - vii. Routing Database Processing – provides a breakout of initial calls where Customer's PSAP was Primary by selectively routed versus default routed with a No Record Found ("NRF") breakout
 - viii. Event Setup Time – provides statistics on the time to route and deliver calls where your PSAP is Primary, including the minimum, maximum, median and average times.

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B. Terms, Conditions, and Responsibilities (Cont'd)

24. Once per calendar year, the Customer or Governing Body, upon request, will be provided a copy of that PSAPs' or Governing Body's SRDB, ALI database or both (or their functional equivalents) for verification of content at no charge.
25. Cyber Security: The Company solution employs state of the art and standards-based security measures for traffic in the ESInet and in connections to external IP networks. This service provides highly integrated security in a fully managed system. The service includes monitoring of traffic and prevention of access to network infrastructure using session border controllers, firewalls, and other continuously monitored intrusion prevention systems. Unauthorized external access is prevented, allowing only authorized traffic to enter the ESInet. Company shall notify each Customer that is or may be impacted by an active cybersecurity incident that is not mitigated at the network edge as soon as practicable under the circumstances, and shall contemporaneously provide Commission Staff with a copy of each such notification.
26. If a Customer has implemented Criminal Justice Information System (CJIS) Vendor Management System guidelines for access to its facilities, the Company will comply with those guidelines at its own expense.

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9.2.5 Next Generation 9-1-1 Emergency Services Internet Protocol Network (ESInet) Service

C. Term Commitments and Transition

1. The service has an initial term commitment period of 12 months. For each governing body, the term begins on the date the service is available for use, at which point the NRC and the first month's MRC set forth in section 9.2.5.E.6 below shall become due and payable. Until that time, the terms, rates and conditions for E911 service as described in section 9.2 of this tariff shall continue to apply. The timeframes for the date service is planned to be available for each PSAP are set forth in the below table. If a BES Customer has not transitioned to ESInet service on or before January 1, 2021, and the Company has notified the BES Customer that the ESInet service is available for use, beginning on February 1, 2021, (a) the initial term commitment shall begin, (b) nonrecurring charges for ESInet service shall be due, and (c) the monthly recurring charges for ESInet Service, based on the number of concurrent sessions determined consistent with section 9.2.5.C.7 below., shall be assessed. Deviations from the below schedule may be agreed upon in writing between the Company and the Customer. If agreement cannot be reached regarding (a) deviation from this schedule, or (b) whether service is available for use, either the Customer or the Company shall have the right to petition the Commission to resolve the disagreement.

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C. Term Commitments and Transition (Cont'd)

PSAP	PSAP Order Date	Migration Date
CO- DOUGLAS CTY SHERIFF (Denver)	July 3, 2019	October 1, 2019
CO- LITTLETON PD & FD	July 12, 2019	October 10, 2019
CO- LONGMONT PD	July 17, 2019	October 15, 2019
CO- ADAMS COUNTY 911	July 19, 2019	October 17, 2019
CO- BOULDER CNTY SHRF (BOULDER REGIONAL COMM CTR)	July 24, 2019	October 22, 2019
CO- BOULDER PD	July 26, 2019	October 24, 2019
CO- BROOMFIELD PD	July 31, 2019	October 29, 2019
CO- WESTMINSTER PD & FD	August 02, 2019	October 31, 2019
CO- ARAPAHOE COUNTY SHERIFF	August 07, 2019	November 05, 2019
CO- FORT COLLINS PD	August 09, 2019	November 07, 2019
CO- LOVELAND PD	October 09, 2019	January 07, 2020
CO- WELD COUNTY REGIONAL COMM CENTER	October 11, 2019	January 09, 2020
CO- WELD GREELEY BACKUP SITE	October 16, 2019	January 14, 2020
CO- AURORA PD/FD BACKUP	October 18, 2019	January 16, 2020
CO- ESTES PARK PD	October 23, 2019	January 21, 2020

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C. Term Commitments and Transition (Cont'd)

PSAP	PSAP Order Date	Migration Date
CO- LARIMER COUNTY SHERIFF	October 25, 2019	January 23, 2020
CO- DOUGLAS CTY SHERIFF (CS/Pueblo)	October 30, 2019	January 28, 2020
CO- EL PASO CTY SHERIFF	November 01, 2019	January 30, 2020
CO- FREMONT COMBINED COMMUNICATIONS CENTER	November 06, 2019	February 04, 2020
CO- PUEBLO COUNTY SHERIFF	November 08, 2019	February 06, 2020
CO- PUEBLO PD	November 13, 2019	February 11, 2020
CO- COLORADO SPRINGS PD & FD	November 15, 2019	February 13, 2020
CO- STATE PATROL-ALAMOSA CNTY	November 20, 2019	February 18, 2020
CO- DURANGO LA PLATA EMERGENCY COMMUNICATION CENTER	November 22, 2019	February 20, 2020
CO- GRAND JUNCTION PD	November 27, 2019	February 25, 2020
CO- LA PLATA COUNTY/BACKUP	November 29, 2019	February 27, 2020
CO- ROUTT COUNTY COMMUNICATIONS	December 04, 2019	March 03, 2020
CO- VAIL PD	December 06, 2019	March 05, 2020
CO- DENVER CITY & COUNTY/ ROC	December 11, 2019	March 10, 2020
CO- AURORA PCS	December 13, 2019	March 12, 2020
CO- JEFFERSON COUNTY COMMUNICATIONS CENTER AUTHORITY-JEFFCOM	December 18, 2019	March 17, 2020
CO- DENVER CITY & COUNTY	December 20, 2019	March 19, 2020
CO- EL PASO EOC BACKUP	December 25, 2019	March 24, 2020
CO- CITY OF THORNTON ECC	December 27, 2019	March 26, 2020

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C. Term Commitments and Transition (Cont'd)

PSAP	PSAP Order Date	Migration Date
CO- PARKER PD	January 01, 2020	March 31, 2020
CO- SUMMIT COUNTY	January 03, 2020	April 02, 2020
CO- BLACK HAWK PD	January 08, 2020	April 07, 2020
CO- BUCKLEY AIR FORCE BASE	January 10, 2020	April 09, 2020
CO- CASTLE ROCK PD	January 15, 2020	April 14, 2020
CO- CLEAR CREEK COUNTY SHERIFF	January 17, 2020	April 16, 2020
CO- COLORADO STATE UNIVERSITY PD	January 22, 2020	April 21, 2020
CO- DENVER AIRPORT	January 24, 2020	April 23, 2020
CO- ENGLEWOOD PD	January 29, 2020	April 28, 2020
CO- FEDERAL HEIGHTS PD & FD	January 31, 2020	April 30, 2020
CO- GLENDALE PD	February 05, 2020	May 05, 2020
CO- GRAND COUNTY SHERIFF	February 07, 2020	May 07, 2020
CO- GREENWOOD VILLAGE PD & FD	February 12, 2020	May 12, 2020
CO- LINCOLN COUNTY SHERIFF (Denver)	February 14, 2020	May 14, 2020
CO- LOGAN COUNTY	February 19, 2020	May 19, 2020
CO- MORGAN COUNTY COMM CTR	February 21, 2020	May 21, 2020
CO- SOUTH METRO FIRE - METCOM	February 26, 2020	May 26, 2020
CO- STERLING EMERGENCY COMMUNICATIONS CENTER	February 28, 2020	May 28, 2020
CO- UNIVERSITY OF COLORADO PD	March 04, 2020	June 02, 2020
CO- WASHINGTON-YUMA CNTY COMM CTR	March 06, 2020	June 04, 2020
CO- GILPIN COUNTY SHERIFF	March 11, 2020	June 09, 2020

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C. Term Commitments and Transition (Cont'd)

PSAP	PSAP Order Date	Migration Date
CO- JACKSON COUNTY SHERIFF	March 13, 2020	June 11, 2020
CO- PARK COUNTY SHERIFF (Denver)	March 18, 2020	June 16, 2020
CO- PHILLIPS COUNTY GOVERNMENT	March 20, 2020	June 18, 2020
CO- SEDGWICK COUNTY COMMUNICATIONS CENTER	March 25, 2020	June 23, 2020
CO- CHAFFEE COUNTY SHERIFF	March 27, 2020	June 25, 2020
CO- FORT CARSON FD	April 01, 2020	June 30, 2020
CO- KIT CARSON COUNTY COMM CTR	April 03, 2020	July 02, 2020
CO- LA JUNTA PD	April 08, 2020	July 07, 2020
CO- LAKE COUNTY SHERIFF	April 10, 2020	July 09, 2020
CO- LINCOLN COUNTY SHERIFF (CS/Pueblo)	April 15, 2020	July 14, 2020
CO- ROCKY FORD FD	April 17, 2020	July 16, 2020
CO-TELLER COUNTY SHERIFF	April 22, 2020	July 21, 2020
CO-WOODLAND PARK PD	April 24, 2020	July 23, 2020
CO-BACA COUNTY SHERIFF	April 29, 2020	July 28, 2020
CO-BENT COUNTY SHERIFF	May 01, 2020	July 30, 2020

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C. Term Commitments and Transition (Cont'd)

PSAP	PSAP Order Date	Migration Date
CO- CHEYENNE MOUNTAIN AFS FD	May 06, 2020	August 04, 2020
CO- CHEYENNE WELLS COUNTY SHERIFF	May 08, 2020	August 06, 2020
CO- CRIPPLE CREEK PD	May 13, 2020	August 11, 2020
CO- CROWLEY COUNTY COMMUNICATIONS CENTER	May 15, 2020	August 13, 2020
CO- CUSTER COUNTY SHERIFF/WESTCLIFFE	May 20, 2020	August 18, 2020
CO- HUERFANO COUNTY	May 22, 2020	August 20, 2020
CO- PARK COUNTY SHERIFF (CS/Pueblo)	May 27, 2020	August 25, 2020
CO- PETERSON AIR FORCE BASE	May 29, 2020	August 27, 2020
CO-PROWERS COUNTY COMMUNICATIONS	June 03, 2020	September 01, 2020
CO-SCHRIEVER AFB	June 05, 2020	September 03, 2020
CO-TRINIDAD PD-BACKUP	June 10, 2020	September 08, 2020
CO-TRINIDAD PD-MAIN SITE	June 12, 2020	September 10, 2020
CO-CSP MOFFAT COUNTY	June 17, 2020	September 15, 2020

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C. Term Commitments and Transition (Cont'd)

PSAP	PSAP Order Date	Migration Date
CO- GARFIELD COUNTY ETSA	June 19, 2020	September 17, 2020
CO- GUNNISON PD	June 24, 2020	September 22, 2020
CO- MONTROSE REGIONAL DISPATCH CENTER	June 26, 2020	September 24, 2020
CO- PITKIN CNTY DISPATCH (ASPEN PD)	July 01, 2020	September 29, 2020
CO- ARCHULETA CTY COM CTR	July 03, 2020	October 01, 2020
CO- CORTEZ PD	July 08, 2020	October 06, 2020
CO- DELTA COUNTY SHERIFF	July 10, 2020	October 08, 2020
CO- SUPD TRIBAL COMM CTR- SOUTHERN UTE TRIBAL PD	July 15, 2020	October 13, 2020
CO- WESTERN COLORADO REGIONAL DISPATCH CENTER	July 17, 2020	October 15, 2020
CO- EAST RIO BLANCO	July 22, 2020	October 20, 2020
CO- RANGELY PD	July 24, 2020	October 22, 2020
CO- SAN MIGUEL COUNTY SHERIFF -TELLURIDE	July 29, 2020	October 27, 2020
CO- STATE PATROL-SAN JUAN COUNTY	July 31, 2020	October 29, 2020

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C. Term Commitments and Transition (Cont'd)

2. Other than the non-recurring charges described in section 9.2.5.E.6 of this tariff, a BES Customer shall not pay any penalty due to termination of E911 Service.
3. Prior to the transition from E911 service to the ESInet Service, the Company will provide a PSAP Installation Guide to help the BES Customer prepare for the transition to the ESInet Service.
4. Project Management. Before commencing work, the Project Manager shall hold meetings as required, and develop and share with Customer a plan with key milestones and dates for the implementation timeline. The Project Manager shall also report and verify problems and will facilitate ongoing communication with the Customer during the preparation and installation process. The Company will work with the BES Customer to facilitate a smooth transition, delineate responsibilities for transition tasks, and establish and communicate transition plans and major milestones, deadlines, and acceptance and testing criteria. Project Management does not include travel time, and no fees shall be charged for travel time. In no case will the Project Management Fee exceed ten hours per concurrent session. Project Management Fees apply only with respect to the initial provisioning of ESInet service to a PSAP or other demarcation point. Project Management Fees do not apply to changes in the number of concurrent sessions provided a PSAP subsequent to initial provisioning of ESInet Service to a PSAP, or other changes in service.
5. Company will notify Customer of the date Service is available for use. If Customer informs the Company that it is unable or unwilling to accept Service at such time, the ordered Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, the Company may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use or is unable to accept the Service during the Grace Period and the Company cancels the Service at the end of the Grace Period, termination charges may apply.

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C. Term Commitments and Transition (Cont'd)

6. Customer and the Company agree to begin discussions regarding the renewal, modification, or discontinuation of Service 90 days before expiration of the initial commitment period. The Customer may order a different number of concurrent sessions for the term following the expiration of the initial commitment period or the end of any renewal period thereafter, without incurring the penalties described in section D. below. If the Company continues to provide Service after the Term without an express agreement to renew the term commitment, this commitment will be automatically renewed to a new 12-month commitment at the end of each 12-month period under the same terms and conditions stated herein.
7. The pricing for ESInet Service is based on the total number of concurrent sessions needed for all PSAPs in the state. For purposes of establishing the initial price, the number of concurrent sessions was estimated to be 600. The Company will work with a Customer at any time and at no additional charge to advise the Customer on the proper number of concurrent sessions for each of the Customer's affiliated PSAPs. Each Customer is free to determine the number of concurrent sessions it orders, but in the absence of a specific request from the Customer, Company shall provision the same number of concurrent sessions as the number of CAMA trunks that were provisioned to that Customer on September 1, 2018. On or before January 31 of each calendar year, Company shall notify the Commission, each Customer, and the ESInet User Group of the Colorado Public Utilities Commission 9-1-1 Task Force ("User Group") of the number of concurrent sessions provisioned as of December 31 of the prior calendar year. Company shall also notify the Commission, the User Group, and Customers of any pending orders that would increase statewide concurrent sessions above 630 or decrease them below 575 within seven days of receiving any such order. On or after January 1, 2021, or six months after the last PSAP in the state is notified that the ESInet service is available for use, whichever occurs later, (a) the Company may file a proposed amendment to this tariff to adjust the price if the total number of concurrent sessions statewide for which Company is charging Customers falls below 575, or (b) any Customer or the Commission may file a proposed amendment to this tariff to adjust the price if the total number of concurrent sessions for which Company is charging Customers is more than 630. If such an adjustment is requested, the MRC per concurrent session shall be the price per concurrent session set forth in section 9.2.5.E.6 below, multiplied by 600, and then divided by the total number of concurrent sessions provisioned to PSAPs in the state on the date that the proposed tariff amendment is filed.
8. This tariff contemplates that the ESInet service shall fully replace E911 service. No earlier than six months after the ESInet service is provisioned to the last PSAP in the state, Company may request Commission approval to eliminate E911 service.

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D. Termination

1. The BES Customer may terminate Service (or modify the number of concurrent sessions ordered) with 30 days' written notice, in accordance with this tariff. Either the Company or the BES Customer may terminate this agreement for Cause. "Cause" means the failure of a party to perform a material obligation under this tariff, which failure is not remedied: (a) for payment defaults by Customer, within 30 days of separate written notice from the Company of such default; or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified elsewhere in this tariff). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service is terminated either by the Company for Cause or by Customer for any reason other than Cause, then the Customer will also be liable for the termination charges described in this Section. For any notice provided pursuant to this subsection, Company shall provide a copy to Commission Staff, within three days after providing notice to the Customer.
2. If termination is before installation of Service, termination charges will be those reasonable costs incurred by the Company through the date of termination.
3. If termination is after installation of Service and BES Customer terminates Service to a level that is less than 80% of the number of concurrent sessions initially ordered by the BES Customer, a termination charge may apply to the Service removed below the 80% level. The termination charge will be equal to the difference between (a) \$752.22 multiplied by 0.8, multiplied by the number of concurrent sessions originally ordered, and (b) \$752.22 multiplied by the number of concurrent sessions remaining after any reductions are requested, multiplied by the number of months, or portion thereof, remaining in the initial 12-month period or any subsequent renewal period established pursuant to § 9.2.5.C.; provided, however, that any Customer that orders three or more concurrent sessions may reduce the number of concurrent sessions by one at any time without penalty.

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E. Rates and Charges

1. Customer will pay the rates for all Service monthly rate elements and quantities as shown below. The Company and each BES Customer reserve the right to petition the Commission to revise rates if a change in vendor contracts, applicable statutes or administrative rules, or other changes in the Service affects the Company's cost of providing Service.
2. Customer must pay the Company all charges by the date on the invoice. Any amount not paid when due will be subject to a late charge at (a) 1½% per month, (b) the highest rate permitted by applicable law or (c) Commission rules or orders, whichever is least. Customer must also pay the Company any applicable federal, state, and local taxes, surcharges, and other similar charges ("Taxes and Fees") assessed in connection with Customer's Service. Taxes and Fees are subject to change. The Company may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate the Company to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the Company.
3. In addition to the adjustments outlined in § 9.2.5.C.7, Customer may order additional Concurrent Sessions under this tariff at the rates and charges in effect at the time of the addition(s). Additional Concurrent Sessions will be coterminous with existing Service. Requests to add Service must be by written amendment or by submitting a work request to the Company. The work request will be signed by authorized representatives of both Company and Customer.
4. If services other than those listed in this Tariff are requested, the Company reserves the right to charge the BES Customer for that service. In any instance where individual case basis (ICB) charges apply, an estimate of charges and negotiated completion dates will be provided to the BES Customer before the work is scheduled to begin.
5. The Company will submit an itemized monthly billing statement for all tariffed charges.

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E. Rates and Charges (Cont'd)

6. Subject to the adjustments described in § 9.2.5.C.7, the prices for ESInet services are as follows. The minimum requirement is two Concurrent Sessions:

Description	Monthly Recurring Charge (MRC)	Nonrecurring Charge (NRC)
Next Generation ESInet	\$752.22 per Concurrent Session Capacity	\$691.15 per Concurrent Session Capacity

Any additional bandwidth requirements will be priced on an individual case basis (ICB). A copy of each ICB contract for such additional bandwidth shall be provided to Commission Staff.

Project Management Fee per PSAP	Nonrecurring Charge (NRC)
Per Hour	\$83.54

F. Liability

1. Subject to the limitation of liability below and the limitations of liability in C.R.S. § 29-11-105, Company and Customer shall each be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under this tariff, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property intentionally caused by or resulting from gross negligence of a party.
2. Except as prohibited or limited by law, Customer will defend and indemnify the Company, its Affiliates, agents, employees and contractors against all third party claims, liabilities, costs, expenses, and reasonable attorneys' fees related to the use, modification, or resale of the Service by Customer or End Users, including, without limitation, any claim for infringement or invasion of privacy, lack of access to Service, death, bodily injury, property damage, any acts or omissions of Customer while answering and dispatching 9-1-1 requests for assistance, and any acts or omissions of the 9-1-1 Customer and their operation or use of the 9-1-1 service. THIS PROVISION IS SUBJECT TO, AND BY TAKING SERVICE UNDER THIS TARIFF INCLUDING THIS PROVISION 9.2.5.H.2, CUSTOMER DOES NOT AND CANNOT WAIVE THE PROTECTIONS OF THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. §24-10-101, ET. SEQ., AS AMENDED, OR THE PROSCRIPTIONS OF ARTICLE XL, SECTION 1 OF THE CONSTITUTION OF THE STATE OF COLORADO.

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F. Liability (Cont'd)

3. Neither the Company, any Customer, or their affiliates, agents, or contractors will be liable for any indirect, incidental, special, reliance, punitive, or consequential damages or for any lost profits or revenues or lost data or costs of cover relating to the service or this tariff, regardless of the legal theory under which such liability is asserted. With regard to any service-related claim by Customer for damages that is not limited by the preceding sentence, Customer's exclusive remedies for such claim will be limited to the total MRCs or usage charges paid by Customer to the Company for the affected service in the one month immediately preceding the occurrence of the event giving rise to the claim. Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof caused by the negligence of the Company will not exceed the greater of \$50.00 or 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. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this tariff (e.g., service charges, taxes, interest, and termination or cancellation charges). In addition, the Company will not be liable for any damage that results from information provided to Customer by any other data provider(s).
4. NO THIRD PARTY BENEFICIARIES: This tariff is for the sole benefit of Company and each Customer, and is not intended to benefit any third party(s), including persons who may make or transmit a call for assistance, or persons for the benefit of whom a call for assistance is made.

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9.2 EMERGENCY REPORTING SERVICE

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G. Warranties

1. IP Indemnification

- a. Company shall defend Customer and its affiliates against any and all claims, actions, suits, or proceedings filed by a third party against Customer on or after the Effective Date and alleging that the Service, as provided by Company or its affiliates, infringes, violates, or misappropriates any patent, copyright, trademark, service mark, trade secret or other intellectual property right of such third party (such claim, action, suit, or proceeding is an “**IP Claim**” and such rights are “**IP Rights**”), whether or not such IP Claim is successful; provided, however, the foregoing will not apply to the extent an IP Claim is based on: (i) the combination by Customer of Service with other products, services, or functionality not provided by Company or not described in documentation provided by Company to Customer as intended for use with the Service; (ii) Company’s design or modification of a Service in accordance with Customer’s specific written instructions, specifications, or requirements and in a manner not recommended in writing by Company; (iii) use or operation by or on behalf of Customer of the Service other than as contemplated by this tariff, Commission rules, or other written documentation provided by CenturyLink; and (iv) content, data, or other information provided by on or behalf of Customer (“**Customer Content**”).
- b. Company will also pay any costs of settlement or any damages finally awarded by a court of competent jurisdiction against Customer as a result of such IP claim, except that Company will have no liability or responsibility hereunder for any measure of costs or damages calculated upon Customer’s revenue or sales volume.
- c. Customer shall: (i) give Company prompt written notice of any IP Claim for which Customer seeks indemnity (provided, however, the failure to give timely notice shall not relieve Company of its indemnity obligation except to the extent that such untimely notice adversely impacts the ability of Company to defend the IP Claim); (ii) grant complete control of the defense and settlement to Company (provided, however, Customer may participate with counsel of its choosing at its expense); and (iii) reasonably cooperate with Company, at Company’s expense, in the defense and settlement of such IP Claim.

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G. Warranties

1. IP Indemnification (Cont'd)

- d. Company shall not, without the prior written consent of Customer, effect any settlement of an IP Claim unless such settlement either (i) includes an unconditional release of Customer from all liability on all claims that are the subject matter of such IP Claim or (ii) is consented to in writing by Customer (which consent shall not be unreasonably withheld).
- e. In the event Company is enjoined from offering the Service as a result of an IP Claim or Company reasonably believes that the Service is likely to become enjoined as a result of an IP Claim, then Company shall, at its option and expense: (i) obtain for Customer the right to continue to use the Service consistent with this tariff; (ii) modify the Service so that it is non-infringing and functionally equivalent to the original; or (iii) replace the Service with an alternative, non-infringing Service with equivalent functionality.
- f. Nothing herein waives immunity, protections, or defenses afforded to Customer or Company. The foregoing states Company's only obligation, and Customer's sole and exclusive remedy, for any IP Claim.

2. Customer Content Indemnification

- a. Except as prohibited or limited by law, Customer shall defend Company and its affiliates against any and all third party claims, actions, suits, or proceedings filed against Company on or after the Effective Date and alleging that any Customer Content infringes, violates, or misappropriates any IP Right, whether or not such IP Claim is successful. Customer will also pay any costs of settlement or any damages finally awarded by a court of competent jurisdiction against Company as a result of such third party claim, except that Company will have no liability or responsibility hereunder for any measure of costs or damages calculated upon Company's revenue or sales volume.

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G. Warranties

2. Customer Content Indemnification (Cont'd)

- b. Company shall: (i) give Customer prompt written notice of any such claim for which Company seeks indemnity (provided, however, the failure to give timely notice shall not relieve Customer of its indemnity obligation except to the extent that such untimely notice adversely impacts the ability of Customer to defend the claim); (ii) grant complete control of the defense and settlement to Customer (provided, however, Company may participate with counsel of its choosing at its expense); and (iii) reasonably cooperate with Customer, at Customer's expense, in the defense and settlement of such claim.
 - c. Customer shall not, without the prior written consent of Company, effect any settlement of such a claim unless such settlement either (i) includes an unconditional release of Company from all liability on all claims that are the subject matter of such claim or (ii) is consented to in writing by the Company (which consent shall not be unreasonably withheld).
 - d. Nothing herein waives immunity, protections, or defenses afforded to Customer or Company.
3. The Company disclaims all express or implied warranties, including without limitation, warranties of title, noninfringement, merchantability or fitness for a particular purpose. No advice or information given by the Company, its affiliates, agents, or contractors or their respective employees will create any warranty. Except as expressly provided elsewhere in this Tariff, no guarantees are provided for this service. The Customer assumes total responsibility for use of the service. If the Company integrates any records provided to the Company by any other data provider, for inclusion in the customer's NG9-1-1 ESInet data, the Company makes no representation or warranty and assumes no liability regarding the accuracy of the data provided by any other data provider.
4. In addition to any other disclaimers of warranty stated elsewhere in this tariff, the Company makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including any applicable firewall and NAT policies) and security response procedures.

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H. Dispute Resolution/Escalation

1. Escalation - If at any time a Customer believes that the Company is not performing in compliance with this Tariff relative to the Service, they can escalate their concerns. The first step in the escalation process is always handled through the Company Technical Support Center and can be initiated at any time by requesting a Technical Support Center Supervisor. In addition, Customers may escalate their concerns to the Company Service Manager. Although the nature of troubleshooting complex networks and call handling solutions detailed in this tariff does not lend itself to rigid escalation of issues, the Company will escalate issues to the appropriate levels of management as soon as appropriate and will annually provide to the designated contacts and/or committees in the PUC 9-1-1 Task Force an updated list of escalation contacts and hierarchy.
2. Prior to filing a formal or informal complaint with the Commission, the Customer should follow the escalation methods outlined in subsection 9.2.5.H.1. above when practicable.

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I. Service Quality Plan

1. Severity Level and Restoration Goals

Company Supplied Network CPE Failure Reported	Severity Level	Illustrative Examples	Restoration Goal
Monday through Sunday 12:00 am to 11:59pm	Level 1: Company BES Network is completely inoperative or severely impacted resulting in no call delivery to PSAP CPE.	PSAP not receiving calls, audio is not working if even only intermittent calls, End Central Office traffic is not able to reach PSAP, not returning ALI bids, network hardware or circuit failure to data complex.	Begin trouble isolation and diagnostics upon detection with no more than four hours mean time to restore; twelve hours for incidents caused by cable cuts.
	Level 2: Company BES Network is partially inoperative with one link or router still working.	Reduced incoming trunk capacity; redundant link or equipment compromised but primary link or equipment still functional.	Begin trouble isolation and diagnostics within two hours of detection with no more than four hours mean time to restore; twelve hours for incidents caused by cable cuts.

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I. Service Quality Plan

1. Severity Level and Restoration Goals (Con't)

a. **Severity Level 1 Process**

- i. **Notifications and Updates** - Company will provide initial notification to each affected PSAP and/or regional entity, Commission Staff, and the Commission's State 9-1-1 Program Manager as soon as possible within 30 minutes of identification of a Level 1 service disruption. Regular status updates will be provided within every two hours until issue is resolved, based on FCC guidelines.
- ii. **Resolution Procedure** - Company will correct the service disruption or provide a procedure for Customer to bypass or work around such disruption to continue operations if possible. If a bypass procedure is utilized, Company will provide the Customer and Commission Staff with an action plan for the development of the final resolution, and Company will continue resolution activity until full service is restored to the Customer.
- iii. **Billing Adjustments** - For Level 1 service availability outages lasting more than four hours (twelve hours for cable cuts), Company agrees to adjust billings to reflect the percentage of hours of Level 1 outage relative to the total hours in the billing cycle.

b. **Severity Level 2 Process**

- i. **Notifications and Updates** - Company will provide initial notification to each affected PSAP, regional entity, Commission Staff, and the Commission's State 9-1-1 Program Manager as soon as possible within 30 minutes of the identification of an 80% or greater loss of trunk capacity or the identification of any other Level 2 service disruption. Regular status updates will be provided until the issue is resolved.
- ii. **Resolution Procedure** - Company will correct the service disruption or provide a procedure for Customer to bypass or work around such disruption in order to continue operations if possible. If a bypass procedure is utilized, Company will provide the Customer and Commission Staff with an action plan for the development of the final resolution, and Company will continue resolution activity until full service is restored to the Customer.

Qwest Corporation dba CenturyLink QC
EMERGENCY REPORTING SERVICES TARIFF
Colo. P.U.C. No. 25

Issued: 12-28-2018
Effective: 01-04-2019

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EMERGENCY REPORTING SERVICES

9.2 EMERGENCY REPORTING SERVICE

9.2.5 Next Generation 9-1-1 Emergency Services Internet Protocol Network (ESInet) Service

I. Service Quality Plan

2. Service Quality Objectives - In addition to service quality objectives and obligations required by Commission rules, the ESInet Service shall be designed, implemented, operated, and maintained to achieve the following service quality objectives:
 - a. **Service Availability** - available and functional 99.999% of the time. This objective remains in effect even when default or contingency routing or bypass procedures are invoked.
 - b. **Jitter** - less than or equal to 20 ms
 - c. **Packet Loss** - less than or equal to 0.5%
 - d. **Mean Opinion Score (MOS)** - greater than or equal to 4.0
 - e. **Latency** - less than or equal to 42 ms
 - f. **Call Delivery** - greater than or equal to 99.999% of emergency requests for assistance delivered to a PSAP demarcation point.
 - g. **Call delivery accuracy** - greater than or equal to 99.99% of calls delivered to the correct PSAP demarcation point based on location information provided to Company.
 - h. **Black Hole Filtering** - implement PSAP-requested null route mitigation measures 15 minutes or less following PSAP approval.
3. Reporting - In support of the above service quality objectives, Company shall measure each of the objectives in section 9.2.5.1.2.a, b, c, and d. on each concurrent session at least ten times every hour, and quarterly report the average statewide performance relative to each metric for each month, on or before the tenth day of the month following the end of each calendar quarter. A copy of each quarterly report shall be provided to each Customer and Commission Staff. Note: For section 9.2.5.1.2.a. the measurement and reporting shall indicate only whether or not the ESInet service was available and functional at the moment when each measurement was taken.