# TITLE PAGE

#### LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE OF CIELLO, INC.

This tariff (Tariff) applies to the resold and facilities-based Local Exchange Telecommunications Service furnished by Ciello, Inc. (Ciello) between one or more points in the State of Colorado. This Tariff applies to Residential and Commercial Customers. This Tariff is on file with the Colorado Public Utilities Commission and copies may be inspected during normal business hours at the office of Ciello. This Tariff complies with Colorado Public Utilities Commission rules and Colorado statutes applicable to Ciello, Inc. For more information see <u>www.ciello.com</u>. For additional questions or help with service, call toll-free at 800-332-7634.

Ciello, Inc. PO Box 3625 3625 US Highway 160 W Monte Vista, CO 81144

Decision No. C21-0427 Proceeding No. 21A-0245T Issued: May 1, 2022 Effective: May 1, 2022

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# TARIFF FORMAT SHEET

- 1. Page numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff.
- 2. Page Revision Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Colorado Public Utilities Commission (CPUC). For example, the First Revised Page 3 would cancel the Original Page 3. Because of deferrals, notice periods, etc., the most current page number on file with the CPUC is not always the tariff page in effect.
- 3. Paragraph Numbering Sequence. Each level of coding is subservient to its next higher level of coding.
- 4. Symbols Used in This Tariff. The following symbols shall be used in this tariff for the purposes indicated below:
  - (C) Change in text due to a changed regulation, term or condition that does not affect rates.
  - (T) Change in text not related to changes in rates, charges, terms or conditions.
  - (D) Discontinued service or deleted material
  - (I) Rate Increase
  - (R) Rate Reduction

(M) Material moved from or to another part of the utility's tariff; a footnote indicating where the material was moved to shall accompany all "M" classified changes.

(N) New material, including new products, rates, terms or conditions.

## APPLICATION OF TARIFF

- This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of telecommunications Service offered by Ciello to Residential and Commercial Customers located within the State of Colorado. Customers may elect to take service solely under the rates, terms and conditions set forth in this Tariff. Customers must execute a Residential or Commercial Phone Agreement prior to commencing the Service. The provisions of the Residential or Commercial Phone Agreement shall control to the extent those provisions differ from those set forth in the Tariff.
- 2. The rates and regulations contained in the Tariff apply only to the telecommunications Service furnished by Ciello and do not apply, unless otherwise specified, to the lines, facilities, or the service provided by a Local Exchange Carrier or other common carrier for use in accessing the service of Ciello.
- 3. Ciello may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein) by virtue of any custom or practice of Ciello at variance with the terms hereof, or any failure, refusal or neglect of Ciello to exercise any right under the Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Ciello to exercise any right, power or option hereunder.
- 4. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the CPUC.
- 5. This Tariff will be maintained and made available for inspection by any Customer at Ciello's principal business office at 3625 US Highway 160 W, Monte Vista, CO 81144 and at the CPUC 1560 Broadway Suite 250, Denver, CO 80202.

## **SECTION 1 – DEFINITIONS**

- 1. <u>Account</u> Either a Customer's physical location or individuals represented by a unique account number. Multiple services each with a unique Account number may be part of one physical location.
- 2. <u>Applicant</u> A person who applies for Service for the first time or reapplies at a new or existing location after a previous disconnection of Service.
- 3. <u>Authorized User</u> A person, firm or corporation, who is authorized by the Customer to be connected to the Service of the Customer.
- 4. Business Hours The time between 7:00 AM and 5:00 PM. Monday through Thursday, excluding holidays.
- 5. Calling Area A specific geographic area so designated for the purpose of applying a specified rate structure.
- 6. <u>Central Office</u> A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.
- 7. <u>Commercial Customer</u> A Customer whose use of the Service is primarily or substantially for business, professional, institutional or occupational purpose.
- 8. <u>Commercial Telephone Agreement</u> An agreement executed by the Commercial Customer which is required by Ciello to provide Service.
- 9. <u>Commercial Telephone Service</u> Service used primarily for business purposes by a Commercial Customer.
- 10. <u>CPUC</u> Colorado Public Utilities Commission
- 11. **Customer** The person, firm, company, corporation, or other entity, that orders or uses Service and is responsible for the payment of charges and for compliance with this Tariff.
- 12. Customer Premise A location designated by the Customer for the purpose of connecting to Ciello's Service.
- <u>Customer Provided Equipment</u> Telecommunications equipment at Customer's premises and provided by Customer for the purpose of connecting to Ciello's Service.
- 14. <u>Directory Assistance</u> A service used to find a specific telephone number and/or address of a residence, business or government entity.
- 15. <u>Directory Listing</u> The information published in a White Pages directory pertaining to a specific access line or Customer that includes the Customer's name, address and telephone number.
- 16. <u>Exchange Area</u> A geographic area established by the CPUC for the purpose of establishing a local calling area that consists of one or more Central Offices together with associated facilities and plant located outside the Central Office, used in providing basic Local Exchange Telecommunication service. Ciello concurs with the ILEC's exchange areas and exchange maps listed in their respective local exchange tariffs which are on file at the CPUC.
- 17. <u>Facility/Facilities</u> Any item or items of communications plant or equipment such as Central Office equipment, supplemental equipment, apparatus, wiring, cables, and other material and mechanisms necessary to connect Service.
- 18. <u>Federal Communications Commission (FCC)</u> A board charged with regulating broadcasting and interstate communication by radio, television, wire, satellite and cable.
- 19. Incumbent Local Exchange Carrier (ILEC) An ILEC who:
  - 19.1. With respect to a geographic area, the LEC that, on the date of enactment of the Telecommunications Act of 1996 (February 8, 1996), provided telephone exchange service in such geographic area; or
  - 19.2. On such date of enactment, was deemed to be a customer of the exchange carrier association pursuant to 47 C.F.R., 69.601(b) of the FCC's regulations; or
  - 19.3. Is a person or entity that, on or after such date of enactment, became a successor or assignee of a customer described in subparagraph 19.4.1 of this paragraph; or
  - 19.4. Any comparable LEC that the CPUC has, by rule or order, deemed to be an ILEC.
- 20. Interexchange Carrier (IXC) Provides telecommunications service between exchange areas.
- 21. Local Access Transport Area (LATA) LATA that was a geographic area designed at the time of the 1984 divestiture of the American Telephone and Telegraph System. A LATA may encompass more than one contiguous local exchange area that serves common social, economic, or other purposes, even where such area transcends municipal or other local government boundaries.
- 22. <u>Local Exchange Area (LEC)</u> A local exchange carrier that is authorized by the CPUC to provide basic Local Exchange Telecommunications service.
- Local Exchange Telecommunications Service The telecommunications service that provides a local access line and local usage necessary to place or receive a call within a local calling area as defined by CPUC or, if not defined by CPUC, then defined in the LEC's Tariffs. This may include any other service or features that may be added by the CPUC under 40-15-502(2), C.R.S.
- 24. Location A physical premises to or from which Ciello provides Service.

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- 25. <u>Long Distance Rate Sheet</u> Detailed per minute cost of calls to landline and cell phone numbers in all available countries. A copy can be obtained at Ciello's office at 3625 US Highway 160 West, Monte Vista, CO during Business Hours or on the website at www.ciello.com.
- 26. <u>Non-Business Hours</u> The time period after 5:00 PM and before 7:00 AM Monday through Thursday, all day Friday, Saturday, Sunday and holidays.
- 27. <u>Non-Recurring Charge (NRC)</u> A one-time charge associated with certain installations, charges or transfer of Service either in lieu of or in addition to Recurring Charges.
- 28. Numbering Plan System (NPA) An area code.
- 29. Network Numbering Exchange (NXX) The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.
- 30. <u>Optical Network Terminal (ONT)</u> The device placed at the Customer's premise to serve as a demarcation point between Ciello Facilities and Customer Provided Equipment.
- 31. <u>Premises</u> A building or buildings on contiguous property (except railroad rights-of-way, etc.).
- 32. <u>Recurring Charge</u> A charge associated with the provision of Service that will recur on a periodic basis as noted in Section 4 Rates and Charges contained in the Tariff.
- 33. <u>Regular Billing</u> A standard bill sent in the normal monthly Ciello billing cycle. This billing consists of one bill for each Account assigned to the Customer showing the charges.
- 34. <u>Residential Customer</u> A Customer whose use of the Service is primarily or substantially of a social or domestic nature.
- 35. <u>Residential Telephone Agreement</u> An agreement executed by the Residential Customer which is required by Ciello to provide Service.
- 36. Residential Telephone Service Service used primary as non-business service by a Residential Customer.
- 37. <u>Service</u> Ciello's regulated common carrier communications Service provided under this Tariff.
- 38. Telecommunications Relay Service (711) Telecommunication transmission service that allows a person who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability. Such term includes any service that enables two-way communication between a person who uses a telecommunications device or other non-voice terminal device and an individual who does not use such a device.
- 39. <u>White Pages</u> A listing of all of the access lines served in a particular Exchange Area, ordered alphabetically by the Customer's last name where each entry contains the name, address and telephone number of the Customer.

# FEATURE DEFINITIONS

- 1. <u>Anonymous Call Rejection</u> Allows the Customer, with or without Caller ID, to reject calls for which calling name/number information has been intentionally blocked.
- 2. Auto Attendant Allows a caller to make routing selections based on a predetermined set of recorded menus.
- 3. <u>Call Forwarding</u> Allows incoming calls to be advanced to another telephone number in the same or different exchange. The number to which the calls are advanced by the Customer may be changed as required.
- 4. **Call Forwarding/Busy** Automatically forwards incoming calls to a predetermined number when the called number is busy.
- 5. <u>Call Forwarding/No Answer</u> Automatically forwards all terminating calls to a predetermined number if the called number does not answer in a specific time interval.
- 6. <u>Call Forwarding/Out of Service</u> Allows all calls to the Customer's telephone number to be forwarded to another working number.
- 7. <u>Call Forwarding/Remote Access</u> Allows a Customer to remotely forward all calls by dialing their home telephone number, entering a PIN, followed by the destination telephone number.
- 8. <u>**Call Hold**</u> Allows the Customer to put a call on hold.
- 9. Call Park Allows a call to be placed on hold and retrieved from another telephone line.
- 10. <u>Call Return (\*69)</u> Phone feature that allows the customer to call back the last incoming number originating in your service area whether or not the call was answered, unanswered or busy.
- 11. <u>Call Trace</u> Allows Customer to dial a code and have the previous call saved to their call history.
- 12. <u>Call Transfer Attended</u> Allows a call to be verbally announced by the in-person attendant before the transfer is complete.
- 13. <u>Call Transfer Unattended</u> Calls directly transferred to another extension without verbal announcement.
- 14. Call Transfer to Voicemail Allows a caller to be transferred directly to a user's voicemail.

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- 15. <u>Call Waiting</u> A customer engaged in a telephone call is notified by a tone that a second call is being made to the same number. The user is able to talk to either party while keeping the other call on hold.
- 16. <u>Caller ID Blocking</u> Permanently blocks the Caller ID Name and Number so when an outbound call is made, the called party sees the word "private" instead of the ID information. This feature is not enabled by a code. It must be set up by Ciello.
- 17. Caller ID Name & Number Allows a Customer to see the name and telephone number of the calling party.
- 18. <u>Caller ID On Call Waiting</u> Allows the Customer to view the name and number of a waiting call. The display appears between the first and second tones alerting the Customer that another call is coming in.
- 19. <u>Directed Call Pick-up</u> Allows a user to answer a call this is currently ringing on another telephone number.
- 20. <u>Distinctive Ring</u> Allows for a distinctive ring tone on incoming calls to an access line. This is achieved by assigning an additional telephone number to the access line.
- 21. Do Not Disturb Allows Customers to send all calls directly to voicemail.
- 22. Find-me/Follow-me When a Customer's main telephone number is called, this feature allows the Customer to program multiple telephone numbers that will be used sequentially to attempt to deliver the telephone call to the Customer.
- 23. <u>Hosted PBX Service</u> A cloud-based telephony solution managed by Ciello or its agents.
- 24. Hunting Line Number Allows sequential ringing of available telephones for use in applications such as call centers. When a call comes into the hunt group, a hunting algorithm will decide which telephone to ring.
- 25. Line Monitoring Allows a user to monitor the status of another telephone number.
- 26. Mobile & Desktop Soft App Software that can be loaded on a mobile device or desktop that provides soft telephone functionality. These applications may be used in lieu of or in conjunction with traditional telephone sets.
- 27. <u>Music on Hold</u> Customer can configure music and recordings to be played to callers on hold.
- 28. **Nomorobo** Customer can block robo calls from known telemarketing telephone numbers.
- 29. Paging Allows a user to dial a code to access an internal paging system.
- 30. <u>Pick-up Group</u> Allows multiple telephone numbers to be assigned to a pick-up group whereby any member of this group can answer an incoming call by dialing the appropriate code.
- 31. <u>Reserved Telephone Numbers Telephone numbers reserved by customers for future use.</u>
- 32. <u>Screen Sharing</u> Facilitates collaboration between users by giving them the ability to share content displayed on their screens.
- 33. <u>Selective Call Rejection</u> Enables a Customer to reject call attempted from up to 32 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the Customer from these numbers will be prevented from terminating to the Customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A Customer may also reject future calls from the most recent call received by dialing a code after completing the call.
- 34. Shared Lines Allows multiple telephones to share the same internal extension number.
- 35. <u>Sidecar</u> A device that allows a user to program additional speed dial locations, monitored lines and shared line buttons. This device is used in conjunction with an IP telephone.
- Simultaneous Ring Allows multiple telephones to ring at one time. When the call is picked up either by the Customer or voicemail, the other telephones stop ringing. At least one of the telephone numbers must have service provided by Ciello.
- 37. <u>Snapback</u> Refers to porting a number back to the source carrier. For example, a telephone number ports from carrier A to B. Immediately after, the Customer realizes they are not prepared to take the number and need to immediately request the number move back to carrier A. Carrier A is not obligated to honor the Snapback.
- 38. Speed Dial Allows a user to store codes that are associated with frequently dialed telephone numbers.
- 39. Team Messaging Allows instant messaging (IM) to be sent between team members.
- 40. Three-Way Calling The capability to add a third party to an existing conversation.
- 41. **V-Fax** Allows a Customer to receive faxes via email. This is accomplished by converting faxes into PDF files.
- 42. Video Conferencing Combines audio, high-definition video, Screen Sharing, messaging and presence notification to facilitate virtual meetings over an IP connection. This feature is used in conjunction with Hosted PBX service.
- 43. <u>Voicemail</u> Allows callers to leave a message for the Customer. These messages can be accessed over the phone or sent to an email address.

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# 2. <u>SECTION 2 – RATES AND REGULATIONS</u>

#### 2.1. Undertaking of Company

- 2.1.1. Ciello installs, operates, and maintains communication Service provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to Ciello's network. The Customer shall be responsible for all charges due for such arrangements.
- 2.1.2. Ciello's Service is available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3. These rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the CPUC.

### 2.2. Use of Service

- 2.2.1. Service provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the CPUC.
- 2.2.2. Service provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such Service is being used in violation of the law.

### 2.3. Limitations

- 2.3.1. Service is offered subject to the availability of the necessary Facilities or equipment subject to the provisions of this Tariff. The obligation of Ciello to provide Service is dependent upon its ability to procure, construct and maintain Facilities that are required to meet the Customer's order for Service. Ciello will make all reasonable efforts to secure the necessary Facilities.
- 2.3.2. Ciello reserves the right to discontinue Service without notice when any of the following are encountered:
  - 2.3.2.1. If a safety condition that is immediately dangerous or hazardous to life, physical safety or property exists.
  - 2.3.2.2. Upon order by an appropriate court, the CPUC, or any other duly authorized public authority.
  - 2.3.2.3. If Service, having already been properly disconnected, has been restored by someone not authorized by Ciello.
  - 2.3.2.4. Violation of any CPUC rule or municipal ordinance that may adversely affect the safety of any person or the integrity of Ciello's Service.
  - 2.3.2.5. Failure of the Customer to permit Ciello reasonable access to Ciello's Facilities or equipment.
  - 2.3.2.6. The Customer obtained Service by subterfuge. Subterfuge includes, without limitation, obtaining Service in another person's name with the intent to avoid outstanding charges and applying for new Service at a location where a person has outstanding charges where such person continues to reside.
- 2.3.3. Ciello offers business text messages when available. Ciello will neither be liable for errors in transmission nor for failure to establish connections.
- 2.3.4. Ciello will use reasonable efforts to maintain its Facilities and equipment furnished to the Customer. Ciello may substitute, change or rearrange any equipment or Facility at any time. Ciello shall have the right to make necessary repairs or changes to Facilities and will have the right to suspend or interrupt Service temporarily for the purpose of making the necessary repairs or changes to the Ciello system. When such suspension or interruption of Service for any appreciable period is necessary, Ciello will give the Customers who may be affected reasonable notice thereof as circumstances will permit and will prosecute the work with reasonable diligence, and if practicable at a time that will cause the least inconvenience. Ciello will take reasonable steps to notify the Customer in advance of extended maintenance requirements. Ciello shall make its best effort to provide emergency service available when it knows that interruption of Service affects a significant portion of customer base and when it knows, based upon prior experience, that the interruption may last more than four (4) hours during the hours of 8:00 AM to 10:00 PM.

# 2.4. Liabilities of Ciello

2.4.1. Ciello's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provisioning, termination, maintenance, repair or restoration occurring while furnishing Service and not caused by the negligence of the Customer, commences upon activation of Service. In no event does Ciello's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of

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Service during which such mistakes, omissions, interruptions, delays, errors, or defects occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.16 of this Tariff.

- 2.4.2. When the facilities of other carriers are used in establishing connections to points not reached by Ciello's Facilities, Ciello is not liable for any act or omission of the other carrier(s). The Customer will indemnify and hold harmless Ciello from any third-party claims for such damages referred to in Section 2.4.1.
- 2.4.3. In no event will Ciello be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory Service. Ciello will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence, or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party, or (iv) equipment or service furnished by a third-party.
- 2.4.4. Ciello does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment in locations containing an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Ciello harmless from any and all loss, claims, demands, suits, or other actions, or any liabilities whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and 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 such equipment so used.
- 2.4.5. Ciello is not liable for any defacement of or damage to the premises of a Customer resulting from the furnishing of Service or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Ciello on such Customer's premises, or by the installation or removal thereof, when such defacement or damage is not the result of Ciello's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Ciello without written authorization. The Customer will indemnify and hold Ciello harmless from any claims of the owner of the Customer's premises or other third-party claims for such damages.
- 2.4.6. Ciello and Customer shall be excused from performance under this Tariff and under the Application for Service for any period, and to the extent that Ciello is prevented from providing Service pursuant hereto, in whole or in part, as a result of delays caused by the Customer or any other party or an Act of God, government agency, war, civil disturbance, court order, lockouts or work stoppages, or other labor difficulties, third-party nonperformance (including the failure of performance for reasons beyond the control of common carriers, including IXC or a LEC, suppliers and subcontractors),or other causes beyond Ciello's reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance not deemed a condition of this Tariff or of the Application for Service or grounds for termination of Service. Both Ciello and the Customer retain all rights of recourse against any third party for any failures which may create a force majeure condition.
- 2.4.7. Ciello is not liable for damages, including usage charges, the Customer may incur as a result of the unauthorized use of the Customer's telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on Ciello's network.
- 2.4.8. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Customer facing part (RJ-11 interface or equivalent) on Ciello's equipment. Ciello shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements to be provided by Ciello shall be addressed on an individual case basis.
- 2.4.9. Ciello will not be responsible if any changes in Service cause hardware or software not provided by Ciello to become obsolete, require modification, or alternation, or otherwise affect the performance of such hardware or software.
- 2.4.10. Ciello shall use reasonable efforts to make Service available by the estimated service due date. Ciello shall not be liable whatsoever for any damages resulting from delays in meeting the estimated service due date. Such delays include, but are not limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining rights-of-way approvals, delays in actual construction work being done by Ciello's vendor(s), and any delays due to any LEC where Ciello is relying upon such LEC to meet such estimated due date which is beyond Ciello's control.

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- 2.4.11. With respect to Service, materials, and equipment provided hereunder, Ciello makes no promises, agreements, understandings, representations, or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for particular purpose.
- 2.4.12. Ciello will at its sole discretion extend Service under current rates and tariffs at no expense to a Customer where financially feasible.

## 2.5. Fiber Optic Cable Extension

- 2.5.1. All Fiber optic cable extensions constructed shall be part of Ciello's Facilities up to the point of delivery.
- 2.5.2. The location of the extension origin and the route to be followed in the construction of an extension shall be determined by Ciello's engineering department. The origin will not necessarily be the most proximate point to the existing Facilities from the point of delivery.
- 2.5.3. A properly recorded utility easement will be required for any fiber optic cable extension. Ciello will not begin installation until all easements are obtained.

### 2.6. Construction Standards

Construction, except where modifications are necessary because of existing conditions, will be in conformance with the specifications for telecommunications facilities developed by the National Electric Safety Code.

### 2.7. Responsibilities of the Customer

- 2.7.1. The Customer must initiate an Application for Service pursuant to Section 2.11 of this Tariff.
- 2.7.2. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Ciello except upon the written consent of Ciello. The equipment Ciello provides or installs at the Customer premise for use in connection with the Service shall not be used for any purpose other than for which it was provided.
- 2.7.3. The Customer shall ensure that the Customer's equipment is properly interfaced with Ciello's Facilities or Service. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with Facilities, Ciello will permit such equipment to be connected with Ciello's Facilities without the use of protective interface devices.
- 2.7.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Ciello's Service. The Customer shall be responsible for payment of all applicable charges for fraudulent use of the Service.
- 2.7.5. Ciello shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Ciello's Service; against claims for infringement of patents arising from, combining with, or using in connection with Ciello's Service, or the equipment of the Customer; against all other claims arising out of any act of omission of the Customer in connection with Ciello's Service.
- 2.7.6. The Customer shall be liable for:
  - 2.7.6.1. Loss due to theft, fire, flood, or other destruction of Ciello's equipment or Facilities on Customer's premises.
  - 2.7.6.2. Reimbursing Ciello for damages to Facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, or contractors.
  - 2.7.6.3. Charges incurred from third-parties for Service or service calls made to the Customer's premises or on the Customer's leased or owned telephony equipment unless Ciello specifically authorizes said visit or repairs in advance of the occurrence and Ciello agrees in advance to accept the liability for said repairs or visit.
  - 2.7.6.4. Payment for all Ciello service charges incurred through usage or direct action on the part of the Customer.
- 2.7.7. The Customer may be required to verify in writing that it is duly authorized to order Service at all locations designated by the Customer for Service and assumes financial responsibility for all locations designed by the Customer to receive Ciello's Service.
- 2.7.8. The Customer is prohibited from using Ciello's name and trademark on any of the Customer's products or services.
- 2.7.9. Ciello shall not be liable for and Customer shall indemnify Ciello against all claims for damages or injury to persons or property unless such damage or injury is due to Ciello's sole negligence.

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### 2.8. General Requirements

Ciello will not furnish, install, own, or maintain any telecommunications equipment beyond the point of delivery. Ciello will furnish and install the ONT and appropriate power supply for the ONT. The Customer will provide a location for the installation of Ciello's ONT and other equipment necessary for Ciello to provide Service. The Customer will install and maintain wiring and equipment on the Customer's side of the point of delivery at the Customer's expense and in accordance with all laws, local ordinances, this Tariff, and the latest edition of the National Electric Safety Code.

#### 2.9. Access

The Customer shall allow Ciello employees or agents to enter the Customer's premises at reasonable times for the purpose of installing, inspecting, examining, testing, servicing, repairing, or removing Ciello's equipment or other property incident to the furnishing of Service to the Customer.

#### 2.10. Unauthorized Use

Service is provided for the sole use of the Customer.

#### 2.11. Application for Service

- 2.11.1. Applicants wishing to obtain Service must initiate an Application for Service which may include the Customer's authorization for Ciello to instruct other carriers and vendors to provide certain service on the Customer's behalf. Ciello will obtain the proper authorization from the Customer where necessary, pursuant to CPUC and FCC regulations
- 2.11.2. Where the Customer cancels an Application for Service prior to the start of installation or construction of Service, no charge applies. Where installation of Service has been started prior to the cancellation, a cancellation charge equal to the cost incurred by Ciello will be assessed. The costs incurred by Ciello will include the direct and indirect costs of Facilities; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation, and removal effort.
- 2.11.3. The following information must be received in order for a residential Application for Service to be processed: Legal Name Mailing Address Date of Birth Social Security Number Physical Address Telephone Number
- 2.11.4. The following information must be received in order for a commercial Application for Service to be processed: Legal Name Mailing Address Phone Number Federal EIN Physical Address

#### 2.12. Establishing Credit, Deposits, and Advance Payments

- 2.12.1. Ciello requires a new residential Applicant for Service to provide their social security number and a commercial Applicant for service to provide an EIN to satisfactorily establish credit. With permission from Customer, Ciello may run a utility credit check or Customer may provide a letter of credit to verify acceptable credit history. If Customer declines to provide their social security number or EIN, a security deposit will be required. If a Customer has multiple Accounts, all Accounts have to meet the minimum credit requirements to avoid paying a security deposit.
- 2.12.2. Any Applicant who previously has been a Customer of Ciello and whose Service has been discontinued for nonpayment shall be required, before Service is provided, to pay all amounts due Ciello.
- 2.12.3. The term of the deposit will be for a minimum of one year. Deposits will be returned to the Customer provided the Account has billed twelve (12) consecutive months and has not been issued any delinquent notices or upon termination of Service.
- 2.12.4. Interest on security deposits shall be earned for the time held by Ciello and shall be calculated from the date the deposit is received by Ciello up to the date the deposit is credited to the Customer's Account.
- 2.12.5. Security deposits are calculated as follows:
  - 2.12.5.1. Standard option will be two (2) times the monthly charge.
  - 2.12.5.2. Auto pay option will be one (1) times the monthly charge.
  - 2.12.5.3. If Customer is disconnected for non-payment, the standard deposit option as stated above applies.

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## 2.13. Payment of Charges

- 2.13.1. The Customer is responsible for the payment of all charges for Facilities and Service ordered by Customer and furnished by Ciello.
- 2.13.2. For billing of monthly charges, Service is established upon the day in which Ciello notifies the Customer of installation and successful testing of the Customer's Service
- 2.13.3. Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the Service. Customers will be billed for usage occurring during their specific billing cycle. The rates charged to a Customer for a billing cycle will be the rates in effect on the first day of the Customer's billing cycle.
- 2.13.4. Monthly charges for all flat rate Service are billed in advance of service and reflect the rates in effect as of the date of the statement. A Customer's first statement may contain charges from previous periods for Service provided from the date of installation through the current statement period but shall not exceed the charges for two (2) months of Service and any associated taxes and surcharges.
- 2.13.5. Bills may be paid by mail, online, telephone or in person at the business office of Ciello or an agency authorized to receive such payment. All charges for Service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or major credit card. Customer payments are considered prompt when received by Ciello or its agent by the due date on the bill. Amounts not paid within thirty (30) days after the date of statement will be considered past due. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of Ciello are not open to the public, the final payment date shall be extended through the next business day.
- 2.13.6. The Customer is responsible to pay Ciello for all toll calls or other third-party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.
- 2.13.7. When Ciello receives notice of non-sufficient funds (NSF) for checks or electronic checks, the amount of the check will be reapplied to the Account, a \$50.00 NSF fee will be added and the Customer will be notified requesting payment within ten (10) calendar days in the form of guaranteed funds. Checks and electronic checks issued to avoid disconnection and received back as NSF for first time occurrences, the consumer will be called and given two (2) days to bring in cash or guaranteed funds. Anytime thereafter, the Service will be disconnected and all fees will apply. An Account will be deemed a "cash only" Account if Ciello receives more than one (1) NSF check in a twelve (12) month period. The Customer will be sent a letter informing them they are on a cash basis only.
- 2.13.8. If Service is suspended/disconnected by Ciello in accordance with the provisions of this Tariff and later restored, restoration of Service will be subject to all applicable installation charges.
- 2.13.9. A disconnection notice will be sent to any Customer with a delinquent Account that is more than one month in arrears. Ciello will attempt to contact a Customer concerning payment of a delinquent Account prior to disconnection by mailing a disconnection notice and making an automated phone notification. In unusual circumstances other methods of contacting the Customer may be used. All Accounts are subject to disconnection if not paid by the date on the disconnect notice. If payment is not received by 7:30 a.m. on the date stated on the disconnection notice, a \$30.00 delinquency charge will be assessed to the Account.
- 2.13.10. Customers whose Account has remained in good standing will be granted a one (1) week grace period prior to disconnection of Service for a delinquent Account. The Customer will be given a courtesy call before disconnection. Applicable fees will be charged at this time. The grace period will not be applicable to any Customer more than once every twelve (12) months or if Ciello determines Service was obtained fraudulently or without the authorization of Ciello or is being used for, or suspected of being used for, fraudulent purposes.

## 2.14. Medical Emergencies

- 2.14.1. Ciello shall postpone disconnection of Service to a Residential Customer for sixty (60) days from the date of a medical certificate issued by a Colorado-licensed physician or health care practitioner acting under a physician's authority which evidences that disconnection of Service will aggravate an existing medical emergency or create a medical emergency for the Customer or a permanent resident of the Customer's household. A Customer may invoke this rule only once in any twelve consecutive months.
- 2.14.2. The certificate of medical emergency shall be in writing, sent to Ciello from the office of a licensed physician, and clearly show the name of the Customer or individual whose illness is at issue; the Colorado medical identification number, phone number, name, and signature of the physician or health care practitioner acting under a physician's authority certifying the medical emergency. Such certification shall be incontestable by

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Ciello as to the medical judgment, although Ciello may use reasonable means to verify the authenticity of such certification.

#### 2.15. Interruption of Service

- 2.15.1. Credit allowances are only given for interruptions caused by the negligence by Ciello.
- 2.15.2. In the event the Customer's Service is interrupted and remains out of order for eight or more hours during a continuous 24-hour period after being reported by the Customer or is found to be out of order by Ciello (whichever occurs first), appropriate credit allowance shall be applied to the Customer's Account. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within their control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Ciello's Facilities. An adjustment or refund shall be made giving one day credit for any outage or loss of Service for eight (8) or more hours during a 24-hour period. The adjustment will be calculated by dividing the number of days where Service was unavailable by thirty (30) and multiplying by the monthly Recurring Charge for the Service which was disrupted. For purposes of credit computation, every month shall be considered to have thirty (30) days.

### 2.16. Billing Disputes, Bill credits and Refunds

- 2.16.1. Whenever Ciello over-bills a Customer for the Service, Ciello shall offer the Customer a refund. When the amount of the refund exceeds the charges for two months of Service and any associated taxes and surcharges, the Customer shall be offered the choice either to receive the refund as a one-time credit on the Customer's bill or as a one-time payment. If the Customer elects a one-time payment, Ciello shall mail the refund within thirty (30) days. Such over-billing shall not be subject to interest. Refunds for over-billing shall not be provided for a period of time exceeding two years.
- 2.16.2. Whenever a Customer makes a partial payment, Ciello shall apply it first to past due amounts and any associated taxes and surcharges in such a manner consistent with preserving Service, unless otherwise instructed by the Customer.
- 2.16.3. In the event of a billing dispute between the Customer and Ciello, Ciello may require the Customer to pay the undisputed portion of the bill to avoid disconnection of Service. Ciello shall make a prompt investigation appropriate to the case and report the results to the Customer. In the event the dispute is not reconciled, an immediate appeal by the Customer may be made to Ciello. If still unresolved, Ciello shall advise the Customer that a complaint may be registered with the CPUC.
- 2.16.4. Customers may contact Ciello via telephone at (800) 332-7634 with any questions regarding their bill. Ciello shall make adjustments to the Customer's statement to the extent that circumstances reasonably indicate that such changes are appropriate.
- 2.16.5. If a dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

#### 2.17. Restoration of Service

The restoration of Service shall be in accordance with this Tariff. If Service is disconnected by Ciello in accordance with Section 2.15 and later restored, restoration of Service will be subject to all applicable installation charges. If Service has been disconnected for non-payment and a Customer has requested reconnection, the Customer must pay a \$25.00 reconnect fee during normal business hours and \$100.00 during Non-Business Hours, appropriate security deposit, and the total amount past due associated with the Customer.

#### 2.18. Disconnection of Service by Customer

- 2.18.1. A Customer whose Service is on a month-to-month basis can terminate their Service at any time. The Recurring Charge and associated taxes shall be pro-rated for the actual number of days in which Service has been provided with the unused portion of the Recurring Charge being refunded to the Customer. Long distance and other charges will be added to the Customer's final bill.
- 2.18.2. A Customer whose account is under a term agreement must pay out the remaining portion of the agreement and unbilled charges.

#### 2.19. Cancellation for Cause

2.19.1. Ciello may discontinue Service or cancel an application for service without incurring any liability for any of the following reasons:

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- 2.19.1.1. Nonpayment of a delinquent bill for Service.
- 2.19.1.2. Violation of or noncompliance with any provision of law or Tariffs of Ciello.
- 2.19.1.3. Refusal to permit Ciello reasonable access to its Facilities for recovery, maintenance and inspection.
- 2.19.1.4. Interconnection of a device or line to Ciello Facilities contrary to Ciello's Tariff.
- 2.19.1.5. Use of Service in such a manner as to interfere with reasonable service to other Customers.
- 2.19.2. Service may be discontinued during normal business hours on or after the date specified in the notice of disconnection.
- 2.19.3. Ciello shall make reasonable efforts to contact the Customer to advise of the proposed disconnection and what steps must be taken to avoid disconnection.
- 2.19.4. Service shall not be disconnected unless written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the date of the proposed disconnection.

#### 2.20. Notice and Communication

The Customer shall designate on the application for Service, an address to which Ciello shall mail or deliver all notices and other communications and Ciello shall designate on the application for Service an address to which the Customer shall mail or deliver all notices and other communications

## 2.21. Taxes, Surcharges and Utility Fees

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees, universal service contributions, etc.) that may be levied by a governing body or bodies in conjunction with or as a result of the Service furnished under this Tariff. An additional charge shall be added to the Customer's bill for Service equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Ciello by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. These charges will appear as a line item on the Customer's bill and are not included in the rates contained in this Tariff.

# 3. <u>SECTION 3 – DESCRIPTION OF SERVICE</u>

#### 3.1. General

- 3.1.1. Ciello's Service provide a Customer with the ability to connect to Ciello's switching network which enable the Customer to:
  - 3.1.1.1. Place or receive calls to any phone number.
  - 3.1.1.2. Access to a full set of advanced call features.
  - 3.1.1.3. Access to E911 emergency service.
  - 3.1.1.4. Access Directory Assistance for the local calling area.
  - 3.1.1.5. Place or receive calls to toll free telephone numbers.
  - 3.1.1.6. Access Telecommunications Relay Service.
- 3.1.2. Customers will be able to place local calls to all telephone Customers within the same NPA/NXX as well as Customers in the local calling area for the rate center containing such NPA/NXX as defined in the ILEC's Local Exchange tariff, including any extended local areas covered under mandatory local calling plans outlined in the respective ILEC tariff. The local service territories served by Ciello are outlined in Section 5 of this Tariff.
- 3.1.3. Customers may subscribe to Residential or Commercial Service based on their Customer type and usage.
- 3.1.4. Only telephone numbers under the direct control of Ciello and its partners are covered under this Tariff. Any non-native numbers obtained by any means are not the responsibility of Ciello and its partners. Use of non-native phone number could cause E911 service to not work properly.
- 3.1.5. In the event of an electrical power outage, E911 Service could be impacted after the battery life (if installed) on the ONT has been exhausted.
- 3.1.6. If there is a delay in the input of the Customer's registered location in the Automatic Location Identification (ALI) database, Customer's E911 service may be affected.
- 3.1.7. If Customer's Service is past due, Ciello may terminate the Service upon notice to Customer. If Ciello temporarily or permanently disconnects the Customer's Service because of failure to pay their bill, Ciello will stop providing E911 service.

#### 3.2. Residential Telecommunications Service

3.2.1. Residential Telecommunication Service provides the Residential Customer with a single, voice-grade communications channel and the following features are included:

Anonymous Call Rejection	Call Waiting	Nomorobo – Robo Call Blocking
Call Forwarding	Caller ID Blocking	Selective Call Rejection (Call Screening)
Call Forwarding Busy	Caller ID Name and Number	Simultaneous Ring
Call Forwarding No Answer	Caller ID On Call Waiting	Three-way Calling
Call Forwarding Remote Access	Distinctive Ring	Voicemail
Call Return	Do Not Disturb	
Call Trace	Find-me/Follow-me	

- 3.2.2. A Residential Customer will be charged applicable Non-recurring Charges and Recurring Charges.
- 3.2.3. Basic Telephone Service provides the features listed above and rated long distance to all points within the U.S. including Alaska, Hawaii, Canada, Puerto Rico and U.S. Virgin Islands. Rates to all other countries are listed on Ciello's website.
- 3.2.4. Unlimited Telephone Service provides the features listed above and unlimited calling to all points within the U.S. including Alaska, Hawaii, Canada, Puerto Rico and U.S. Virgin Islands. Rates to all other countries are listed on Ciello's website.

## 3.3. Commercial Telecommunications Service

- 3.3.1. Commercial Service provides the Commercial Customer with a single, voice-grade communications channel and the following features:
  - Anonymous Call Rejection Call Forwarding Call Forwarding Busy Call Forwarding No Answer Call Forwarding Out of Service Call Forwarding Remote Access Call Hold

Call Transfer – Unattended Call Transfer – Voicemail Call Trace (\*57) Call Waiting Caller ID Blocking Caller ID Name and Number Caller ID On Call Waiting

Music on Hold Nomorobo – Robo Call Blocking Paging Selective Call Rejection (Call Screening) Simultaneous Ring Speed Dialing Three-way Calling

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		Return	Do Not E Find-me/ Line Mor	/Follow-me	Voicemail
3.3.2.				0	Charges and Requiring Charges
3.3.2. 3.3.3.	Basic ( points	Commercial Telephone Servic	e provide a, Hawaii	es the features listed	Charges and Recurring Charges. above and Rated Long Distance to all co and US Virgin Islands. Rates to all other
3.3.4.					
3.3.5.	over th	e internet. It works with an IP	-enabled		voice and other communication services ange (PBX).
3.	3.5.1.	SIP Trunking – Local Service Call Forward All Call Forward Busy	Call For	rward Out of Service D Number and Name	a Deliverv
		,	oints with	nin the U.S. including	Alaska, Hawaii, Canada, Puerto Rico and
3.	3.5.2.	SIP Trunking – Unlimited Se	rvice		
		Call Forward All		Call Forward Out of	
		Call Forward Busy		Caller ID Number ar	
-		and US Virgin Islands. Rate	s to all ot	ther countries are list	ing Alaska, Hawaii, Canada, Puerto Rico, ed on Ciello's website.
3.	3.5.3.	SIP Trunking – Unlimited Se Call Forward All	rvice Gov		Canica
		Call Forward Busy		Call Forward Out of Caller ID Number ar	
		Call I Giward Busy			la Name Delivery
		les unlimited calling to all poin Islands. Rates to all other co			ska, Hawaii, Canada, Puerto Rico and US website.
3.3.6.		Inward Dial (DID) Service prov exchange (PBX).	vides a b	lock of telephone nu	mbers for calling into a Customer's private
3.3.7.	Hosted	PBX – Basic Station			
		Anonymous Call Rejection		Caller ID on Call Wa	0
		Auto Attendant		Directed Call Pick-u	p
		Call Hold Call Park		Do Not Disturb Find-me/Follow-me	
		Call Transfer - Attended		Line Monitoring	
		Call Transfer – Unattended		Music on Hold	
		Call Transfer to Voicemail		Nomorobo – Robo (	Call Blocking
		Call Forwarding		Paging	
		Call Forwarding Busy		Pick-up Group	
		Call Forwarding No Answer		-	tion (Call Screening)
		Call Forwarding Out of Ser Call Forwarding Remote Ad	VICE	Speed Dial	
		Call Return	0005	Shared Lines Sidecar/Expansion I	Module
		Call Trace (*57)		Simultaneous Ring	violatie
		Call Waiting		Three-way Calling	
		Caller ID Blocking		Voicemail	
		Caller ID Name and Numbe	er		
		Rated Long Distance to all p U.S. Virgin Islands. Rates to			g Alaska, Hawaii, Canada, Puerto Rico and on Ciello's Website.
3.	3.7.1. Ho	osted PBX – Standard Busine	ss User		
		nonymous Call Rejection		Caller ID on Cal	
		Auto Attendant		Directed Call Pic	ck-up
	C	Call Hold		Do Not Disturb	

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- Call Park Call Transfer - Attended Call Transfer - Unattended Call Transfer to Voicemail Call Forwarding Busy Call Forwarding No Answer Call Forwarding No Answer Call Forwarding Remote Access Call Forwarding Remote Access Call Return Call Trace (\*57) Call Waiting Caller ID Blocking Caller ID Name and Number
- Find-me/Follow-me Line Monitoring Music on Hold Nomorobo – Robo Call Blocking Paging Pick-up Group Selective Call Rejection (Call Screening) Speed Dial Shared Lines Sidecar/Expansion Module Simultaneous Ring Three-way Calling Voicemail

Unlimited Long Distance to all points within the U.S. including Alaska, Hawaii, Canada, Puerto Rico and U.S. Virgin Islands. Rates to all other countries are listed on Ciello's Website.

## 3.4. Directory Listing

- 3.4.1. Ciello shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the station number which is designated as the Customer's main billing number.
- 3.4.2. Ciello reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in Ciello's judgment, the abbreviation clearly identifies the Customer. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.3. Ciello may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of Ciello, is likely to mislead or deceive calling persons as to the identity of the listed party. Ciello, upon notification to the Customer, will withdraw any listing which is found to be in violation of the above.
- 3.4.4. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to Ciello in time to meet the directory publishing schedule.
- 3.4.5. Directory listings are provided in connection with each Customer served as specified herein.
  - 3.4.5.1. A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. The listing is provided at no additional charge.
  - 3.4.5.2. The Customer may request that their Directory Listing be deleted or omitted from the telephone directory and/or directory assistance.

## 3.5. Enhanced 911 Service

- 3.5.1. This service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. Ciello is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors, or other defects in the provision of Service, or (2) installation, operation, failure to operate, maintenance, removal, condition, or use of any equipment and Facilities furnishing this Service.
- 3.5.2. Ciello is neither responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, condition, or use of Enhanced 911 Service features and the equipment associated therewith, or by any Service furnished by Ciello, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Enhanced 911 Service, and which arise out of the negligence or other wrongful act of Ciello, the Customer, agencies or municipalities, or the employees or agents of any one of them.
- 3.5.3. When a Customer places a call to the Enhanced 911 Service, Ciello will release the phone number, name and address of the calling party to the Enhanced 911 Service. By subscribing to Service, the Customer acknowledges and agrees to the release of information.

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## 3.6. Telecommunications Relay Service (711)

- 3.6.1. Telecommunications Relay Service enables deaf, hard-of-hearing, or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls.
- 3.6.2. The CPUC requires Ciello to collect a surcharge from its Customers to fund the Telecommunications Relay Service Fund.

### 3.7. High Cost Fund

Colorado and the Federal Communications Commission have a system of support mechanisms to assist in the provision of basic service in high-cost areas. To ensure that the mechanism is funded on a nondiscriminatory, competitively neutral basis, a rate element identified as "Universal Service Fund" will be added on Service purchased by Customers. This rate may vary from time-to-time.

# 4. <u>SECTION 4 – RATES AND CHARGES</u>

# 4.1. General

4.1.1. Monthly Recurring Charges will be billed in advance. Any usage charges will be billed in arrears. For partial month's Service, the Customer will be charged for the portion of the month in which Service were provided based on the number of days in which the Service was operational divided by thirty (30).

#### 4.2. Rates for Residential Telephone Service **Basic Service** \$19.95 \$0.06 per minute Rated Long Distance Usage (See Section 3.2.3) See Ciello Website International Rated Long Distance (See Section 3.2.4) Directory Assistance Calls (411) \$0.75 per call **Unlimited Service** \$39.95 Directory Assistance Calls (411) \$0.75 per call International Rated Long Distance (See Section 3.2.4) See Ciello Website Seasonal Charge \$10.00 per line per month Seasonal Reconnect Fee \$20.00

Change in service type is limited to once per billing period.

### 4.3. Rates for Commercial Telephone Service

Basic Service	Rated Long Distance Usage Directory Assistance Calls (411)	\$29.95 \$0.06 per minute \$0.75 per call
Unlimited Service	Directory Assistance Calls (411)	\$49.95 \$0.75 per call
Toll Free Inbound Service		\$0.06 per minute
Sip Trunking – Local Service	Rated Long Distance Usage Directory Assistance Calls (411)	\$22.00 per concurrent call \$0.06 per minute \$0.75 per call
SIP Trunking – Unlimited Service	Directory Assistance Calls (411)	\$27.00 per concurrent call \$0.75 per call
SIP Trunking - Government/Educat	tion Directory Assistance Calls (411)	\$16.00 per concurrent call \$0.75 per call
Direct Inward Dial (DID) Service		\$0.75 per telephone number
Hosted PBX-Basic Station	Set-up Cost Per Line Rated Outbound Long Distance	\$15.00 per line per month \$18.00 non-recurring charge \$0.06 per minute
Hosted PBX-Standard Business U	ser w/Unlimited Long Distance Set-up Cost Per Line	\$23.00 per line per month \$25.00 non-recurring charge
Hosted PBX-Advanced Business U Includes standard features plus Mo and Team Messaging	bile/Desktop Soft Phone Apps	\$30.00 per line per month \$25.00 non-recurring charge

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Hosted PBX Professional Business Service – Includes standard and advanced features plus Screen Sharing and Video Conferencing \$35.00 per line per month Set-up Cost Per Line \$25.00
4.3.1. Non-recurring charges for installation of Service are billed on the next month's bill immediately following work performance by Ciello.
4.4. Features       \$0.75         Directory Assistance
<ul> <li>4.5. Point to Point T1 Service</li> <li>4.5.1. A pseudo T1 service offering a channelized 1.544 Mbps data service between two points within Ciello's service territory.</li> </ul>
Monthly Recurring Charge
4.6. Snapback Charges           Snapback Charge         \$150.00 per telephone number
4.7. International Calling Refer to Appendix A Mobile Charges and Appendix B Landline Charges.

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# 5. <u>SECTION 5 – LOCAL SERVICE TERRITORIS</u>

### 5.1. Rate Centers

5.1.1. Ciello provides Service outlined in Section 3 in the following rate centers (rate center boundaries are as defined in the Local Tariff of the respective incumbent telephone company).

Alamosa	
Antonito	
Blanca	
Center	

Creede

Crestone

Del Norte

La Jara

Lake City Manassa Monte Vista Mosca Saguache Salida San Luis

## 5.2. Local Calling Areas

5.2.1. The areas listed below indicate the local calling areas outside of the exchange that Customers can call without a toll charge. Customers may need to use a direct dialing code of 1+ to make calls within their local calling area.

Exchange Area	Exchanges Included in the Local Calling Area
Alamosa	Del Norte, Monte Vista, South Fork, Blanca, Crestone, Antonito, Center, Creede, La
	Jara, Manassa, San Luis
Antonito	Alamosa, La Jara, Manassa, San Luis
Center	Alamosa, Del Norte, Monte Vista, Saguache, Mosca
Creede	Alamosa, Del Norte, Monte Vista
Crestone	Alamosa, Crestone, Mosca, Saguache
Del Norte	Alamosa, Monte Vista, Center, Creede, Saguache
La Jara	Alamosa, Antonito, Manassa, Monte Vista, San Luis
Manassa	Alamosa, Antonito, La Jara, San Luis
Monte Vista	Alamosa, Del Norte; Mosca, Center, Creede, La Jara, Saguache
Mosca	Alamosa, Monte Vista, Blanca, Crestone, Mosca
Pagosa Springs	Allison, Bayfield, Durango
Saguache	Center, Del Norte, Monte Vista, Salida, Crestone
Salida	Buena Vista, Leadville, Howard, Saguache