Nebraska Public Service Commission

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LOCAL SERVICES TARIFF

This tariff, Clear Rate Communications, LLC's Nebraska Tariff No. 4 replaces Clear Rate Communications, Inc.'s Nebraska Tariff No. 1 (Local Exchange Services) currently on file with the Commission in its entirety.

NEBRASKA

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

TARIFF OF

CLEAR RATE COMMUNICATIONS, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for local exchange telecommunication services within the state of Nebraska by Clear Rate Communications, LLC (Clear Rate). This tariff is on file with the Nebraska Public Service Commission and copies may be inspected during normal business hours.

Clear Rate Communications, LLC
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Troy, Michigan 48084

Legal and Regulatory Director: 248-556-9522

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CHECK SHEET

Pages contained within all Sections inclusive of this tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated. Pages designated by an * are included in this filing.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		26	Original		51	Original
1	1st Revised	*	27	Original		52	Original
2	Original		28	Original		53	Original
3	Original		29	Original		54	Original
4	Original		30	Original		55	Original
5	Original		31	Original		56	Original
6	Original		32	Original		57	Original
7	Original		33	1st Revised	*	58	Original
8	Original		34	Original		59	Original
9	Original		35	Original		60	Original
10	Original		36	Original		61	Original
11	Original		37	Original		62	Original
12	Original		38	Original		63	Original
13	Original		39	Original		64	Original
14	Original		40	Original		65	Original
15	Original		41	1st Revised	*	66	Original
16	Original		42	Original		67	Original
17	Original		43	Original			
18	Original		44	Original			
19	Original		45	Original			
20	Original		46	Original			
21	1st Revised	*	47	Original			
22	Original		48	Original			
23	Original		49	Original			
24	Original		50	Original			
25	Original						

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LOCAL SERVICES TARIFF

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EXPLANATION OF NOTES

(C)	Indicates Changed Regulation
(D)	Indicates Discontinued Rate or Regulation
(I)	Indicates Rate Increase
(M)	Indicates Move in Location of Text
(N)	Indicates New Rate or Regulation
(R)	Indicates Rate Reduction
(T)	Indicates Change of Text Only

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TARIFF FORMAT

A. Sheet Numbering – Sheet numbers appear in the right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 13 and 14 would be 13.1.

B. Sheet Revision Numbers – Sheet revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. Consult the check sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.A
2.1.1A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
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2.1.1.A.1.(a).I.(i).(1)

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SECTION 1 - APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

This Tariff sets forth the regulations and rates applicable to services provided by Clear Rate Communications, LLC as follows:

The furnishing of intrastate communications services, including local exchange and long distance service, by virtue of one-way and/or two-way information transmission between points within the State of Nebraska.

1.1.1 Service Territory

Clear Rate Communications, LLC will provide service in the areas currently served by the ILEC and intrastate toll service throughout the State of Nebraska.

1.1.2 Availability

Service is available where facilities permit.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.2 Limitations on Liability

A. Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:

1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.2 Limitations on Liability

A. Cont'd.

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, warms or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this tariff;

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company- provided facilities or Service, or by means of the combination of Company-provided facilities or Service with Customer-provided facilities or services;

5. Any infringement, breach or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, 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 emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, other employees or agents of any one of them;

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.2 Limitations on Liability

A. Cont'd.

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.1;

7. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;

11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;

12. Any non-completion of calls due to network busy conditions or network failures;

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.2 Limitations on Liability

A. Cont'd.

13. Any calls not actually attempted to be completed during any period that Service is unavailable;

14. Blockages by other providers of services on the public switched network; and

15. Breach in the privacy or security of communications transmitted over the Company's facilities.

B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company.

C. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

D. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.2 Limitations on Liability

E. Except as otherwise state in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

F. The Company makes no warranties or representations express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

G. The Company will not be liable for any charge incurred when any long distance (toll call) carrier or alternative operator service provider accepts third number billed or collect calls.

H. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other Company or their agents or employees. This includes the provision of a signaling system database by another Company.

I. THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.2 LIABILITY OF THE COMPANY

2.2.1 General

A. Except as otherwise states in this tariff, liability of the Company for damages arising out of either (1) the furnishing of its Service, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service.

B. Except for the extension of allowances to the Customer for interruptions in Service, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, error, degradation or failure to provide any Service, including the partial or complete inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

D. With respect to Emergency Number 911 Service:

1. The Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted 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, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.2 LIABILITY OF THE COMPANY (CONT'D)

2.2.1 General

D. With respect to Emergency Number 911 Service:

2. The Company is not 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, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, 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 emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employee or agents of any one of them.

2.2.2 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.2.3 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.2 LIABILITY OF THE COMPANY (CONT'D)

2.2.4 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

A. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.

B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

C. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

D. Credit limitation: The total amount of the credit provided for the preceding paragraphs A, B, and C shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.2 LIABILITY OF THE COMPANY (CONT'D)

2.2.4 Directory Errors

E. Definitions: As used in Paragraphs A, B, C, and D above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.

F. Notice: Such allowances or credits as specified in Paragraphs A, B, and C above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

2.3 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.4 FLEXIBLE PRICING

2.4.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Public Service Commission.

2.4.2 Conditions

A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.

B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

D. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED

2.5.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.5.2 Advance Payments

A. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.

B. Federal, State or Municipal governmental agencies may not be required to make advance payments.

2.5.3 Credit Policy

A. Deposit and Guarantee Requirements

The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that Company. Deposit or guarantee of payment requirements as prescribed by the Company must be based upon standards which bear a reasonable relationship to the assurance of payment.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.5.3 Credit Policy

A. Deposit and Guarantee Requirements

The Company may determine whether a customer has established good credit with that Company, except as herein restricted:

1. A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

2. The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

3. The Company shall not use any credit reports other than those reflecting the purchase of Company services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be bailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the Company as to that customer's credit history.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.5.3 Credit Policy

A. Deposit and Guarantee Requirements

4. When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to that Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the Company to a bill when the bill has been determined by the Company to be delinquent. The Company shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

Interest shall be paid on deposits in excess of $20 at the rate set by Nebraska Statutes. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.5.3 Credit Policy

B. Guarantee of Payment

The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than 12 months but shall automatically terminate after the customer has closed and paid the account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Nebraska rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

2.5.4 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such utility records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.5.4 Payment of Charges (cont'd)

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

Invoices are available electronically and in paper form at the Customer's discretion. The Paper Invoice Fee of $3.99 per month shall be waived for any Customer who elects Clear Rate's Electronic Billing Option and forgoes receipt of paper bills. The Company will assess a manual processing fee of $9.99 for Customers electing to use a live person to assist with processing of invoice payments. (N) (N)

2.5.5 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of $25.00.

2.5.6 Late Payment Charges

A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.

B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

C. Late payment charges do not apply to final accounts.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED (CONT'D)

2.5.7 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.6 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.7 CUSTOMER COMPLAINTS, BILLING DISPUTES & INQUIRIES

2.7.1 Contact Information

Customers may register any inquiry or complaint at:

Customer Service Department
Clear Rate Communications, LLC
2600 W. Big Beaver Rd. Suite 450
Troy, MI 48084

Toll Free: (877) 877-4799
Fax: (877) 877-5225
Email: support@clearrate.com
Web: www.clearrate.com

2.8 DISCONNECTION OF SERVICE

2.8.1 Disconnection without Notice

A. The Company may discontinue service to a customer without notice under the following conditions:

1. in the event of tampering with the Company's equipment;

2. in the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company; or

3. in the event of a customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.8 DISCONNECTION OF SERVICE (CONT'D)

2.8.2 Disconnection with Notice

A. The Company may discontinue service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal holidays) notice:

1. for failure of the customer to pay a bill for service when due;

2. for failure of the customer to meet the Company's deposit and credit requirements;

3. for failure of the customer to make proper application for service;

4. for customer's violation of any of the Company's rules on file with the Commission;

5. for failure of the customer to provide the Company reasonable access to its equipment and property;

6. for customer's breach of the contract for service between the Company and the customer;

7. for failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service; or

8. when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.8.3 General Restriction on Disconnection

Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.8 DISCONNECTION OF SERVICE (CONT'D)

2.8.4 Abandonment or Unauthorized Use of Facilities

A. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.

B. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:

1. No charge shall apply for the period during which service had been terminated, and

2. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

2.8.5 Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.6 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Business Rates

A. Business rates as described in this Tariff apply to service furnished:

1. In office buildings, stores, factories and all other places of a business nature;

2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;

3. At any location when the listing or public advertising indicates a business or a profession;

4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls; or

5. At any location where the customer resells or shares exchange service.

B. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

2.9.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The customer may order a Customized Number where facilities permit for an additional charge.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (CONT'D)

2.9.3 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.10 ADDITONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.10.1 Application of Rates

Residential rates as described in this Tariff apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.10.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The customer may order a Customized Number where facilities permit for an additional charge.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.10 ADDITONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (CONT'D)

2.10.3 Installment Billing For Nonrecurring Charges

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12-month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

A. Installment billing may be used only by residential customers;

B. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months

C. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;

D. More than one installment plan may be in effect for the same customer at the same time;

E. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;

F. A customer may elect to pay the unbilled charges before the expiration of the installment plan;

G. Installment billing payments will continue even when an account is temporarily suspended;

H. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.10 ADDITONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (CONT'D)

2.10.4 Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.10.5 Suspension or Termination for Nonpayment

A. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.

B. After issuing the written notification at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.

C. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday.

D. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

2.10.6 Dishonored Checks

When a check received from a residential customer is dishonored, the Company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.11 [RESERVED FOR FUTURE USE]

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

2.12.1 Credit for Interruptions

A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

C. In the event a customer's service is interrupted otherwise than by negligence or willful act of the customer and it remains out of order for 24 hours after being reported to the Company, adjustments shall be made to the customer, based upon the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. If in the case of such interruption, service is restored on or before the day after it is reported or found by the Company, no allowance will be made.

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.12 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

2.12.1 Credit for Interruptions

E. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

2.12.2 Limitations on Credit Allowances

No credit allowance will be made for:

A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;

B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;

C. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

D. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;

E. interruptions of service due to circumstances or causes beyond the control of the Company.

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SECTION 3 - CONNECTION CHARGES

3.1 CONNECTION CHARGE

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

3.1.2 Exceptions to the Charge

A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.

B. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.

C. The Company may from time to time waive or reduce the charge as part of a promotion.

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section l of this Tariff.

Charge: $59.00

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SECTION 3 - CONNECTION CHARGES (CONT'D)

3.3 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Charge: $59.00

Add: The addition of a vertical service to existing equipment and/or service at one location.

Charge: $59.00

Change: Change - including rearrangement or reclassification - of existing service at the same location.

Charge: $19.99 **(I)**

Issued By: Legal and Regulatory Director
2600 W. Big Beaver Rd., Suite 450
Troy, MI 48084

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SECTION 3 - CONNECTION CHARGES (CONT'D)

3.4 MAINTENANCE VISIT CHARGE

An MVC, a/k/a Trouble Location Charge, describes that process where the Company determines whether the trouble reported by the Customer is due to the Company or to the Customer. A Network Interface Device (NID) is one form of a Company Service demarcation point that provides a customer with a test point where he/she can pretest service conditions before initiating a trouble report to the Company. Where a NID exists, if the Company is able to test for Dial Tone at the NID and the problem proves to be beyond the NID (within Customer premises) a charge for trouble location is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no trouble location charge will be assessed. In those cases where the customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company no trouble location charge will be applicable regardless of the dialtone test results or whether a NID exists or not.

Maintenance Visit Charge, per visit:

Per Hour	$119.00

All wire and equipment charges are in addition to any maintenance visit charges.

Maintenance False Dispatch Charge, per visit:	$99.00

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SECTION 4 – SERVICE CHARGES AND SURCHARGES

4.1 CARRIER PRESUBSCRIPTION

4.1.1 General

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

4.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for IntraLATA and InterLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for Intraplate toll calls subject to presubscription and the Company for InterLATA toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both IntraLATA and InterLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for IntraLATA and InterLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary InterLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for IntraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all IntraLATA toll calls to the carrier of choice for each call.

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SECTION 4 – SERVICE CHARGES AND SURCHARGES (CONT'D)

4.1 CARRIER PRESUBSCRIPTION (CONT'D)

4.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.1.5 below.

4.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 4 – SERVICE CHARGES AND SURCHARGES (CONT'D)

4.1 CARRIER PRESUBSCRIPTION (CONT'D)

4.1.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.1.4 above, for any change thereafter, a Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	$11.95
Additional Line, Trunk or Port	$11.95

4.2 TELEPHONE SURCHARGES

4.2.1 General

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911, telecommunications relay and Local Number Portability surcharges. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately in Customer invoices.

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges may apply to the customer's monthly bill statement. The Customer is responsible for payment of any and all such fees, charges and taxes, however designated, (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those customers receiving service within the boundaries of that subdivision, or as deemed taxable by the political subdivision.

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SECTION 4 – SERVICE CHARGES AND SURCHARGES (CONT'D)

4.2 TELEPHONE SURCHARGES (CONT'D)

4.2.2 E911 Surcharge

A. Description: 911 has been designated as the "Universal Emergency Number" for all citizens throughout the United States to request emergency assistance. The purpose of the fee is to "pay for" the cost of such systems. Consumers do not pay this fee in order to be provided with E911 service. A consumer has access to E911 whether or not the locality in which the customer lives has imposed the monthly charge line that appears on their bill. There is no per-call charge for calling 911.

B. Rate or Range of Rates: Not to exceed 35 cents per access line per month on the consumers of every service provider within each municipality imposing the surcharge.

C. This surcharge is a flat fee paid by the consumer. The surcharge required to be collected by the service provider shall be added to and stated separately in its billings to the customer.

4.2.3 Nebraska Universal Service Fund Surcharge

All Customers will be assessed a surcharge to support the Nebraska Universal Service ("NUSF") program. The NUSF Surcharge will be based on a percentage of the Customer's total billing including any non-recurring, recurring, usage and per call charges. This surcharge will appear as a separate line item on the Customer's bill. The percentage applied to the Customer's billing will be equal to the assessment percentage paid by the Company as determined by Nebraska Law or Commission rules, and may vary from time to time as required by Nebraska law or Commission rules.

4.2.4 Nebraska Universal Service Fund Surcharge

Dual Party Relay Service Surcharge All Customers will be assessed a per line surcharge to support the Nebraska Dual Party Relay Service program. The surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill.

Rate Per Line, per Month: $0.05 {first 100 access lines)

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SECTION 5 – LOCAL EXCHANGE SERVICE

5.1 GENERAL

Local exchange service is offered to residential and business Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

5.1.1 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

C. Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.

D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

E. All times refer to local time.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D)

5.1 GENERAL (CONT'D)

5.1.2 Basic Local Exchange Service

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

A. receive calls from other stations on the public switched telephone network;

B. access the Company Local Calling Services and other Services as set forth in this tariff;

C. access interexchange calling services of the Company and of other carriers;

D. access (at no additional charge) to Company operators and business office for service related assistance;

E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);

F. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariff use offering selected by the Customer.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D)

5.2 TELEPHONE PLAN PRICE LIST

(D)

(D)

(N)

Clear Rate National Unlimited

Package includes the following:

- Unlimited Local Service
- Unlimited Long Distance
- *69 – Auto Callback
- 3-Way Calling
- Call Forwarding – Variable
- Call Waiting
- Call Waiting ID
- Caller ID w/Name Display Unlimited
- Line Manager – Inside Wire Plan
- Repeat Dialing/Busy Redial
- Voicemail

Package Price:

Residential	$150.00
Business	$108.00

(N)

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SECTION 6 – SUPPLEMENTAL SERVICES

6.1 DIRECTORY ASSISTANCE SERVICES

6.1.1 General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance (DA).

A call to DA is considered completed whether or not the number(s) requested are available from DA records.

Direct-dialed calls to DA are exempt from rates and regulations when placed from:

A. 10 free calls per month from main business and/or residence telephone lines or PBX trunk lines;
B. all directory assistance calls made by customers who are 65 years old or older;
C. a single-line registered main telephone exchange line of a handicapped user. A main line may be registered for exemption with the carrier in those instances where one of the users of the line is considered to be legally blind, or visually or physically handicapped as defined by the Federal Register, Vol. 35 #126. Where a user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0", those calls placed from the registered line, and not directly dialed, will also be exempt;
D. all pay telephones; and
E. also exempt are directory assistance calls for telephone numbers which are non- listed, or non-listed and non-published, or when the DA operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.

6.1.2 Rates

Unless one of the exceptions listed in Section 6.1.1 above applies, the charges as shown below apply for each request made to the DA operator:

Local DA	$1.50

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SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.2 OPERATOR SERVICES

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

6.2.1 Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

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SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.2 OPERATOR SERVICES (CONT'D)

6.2.2 Per Call Service Charges

Customer Dialed Calling Card	$0.75
Operator Dialed Calling Card	$2.50
Operator Assisted:	
Collect	$2.50
3rd Party Billed	$2.50
Person-to-Person	$4.50

6.3 BUSY LINE VERIFICATION AND EMERGENCY INTERRUPT SERVICE

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.3.1 Rates

Busy Line Verification, per request:	$7.50
Busy Line Interrupt, per request:	$5.00

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SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.4 DIRECTORY LISTING SERVICE

6.4.1 General

For each Customer of Company provided Local Exchange Access Service, the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(s) published by the dominant Local Exchange Carrier in the area.

The following rules and charges apply to listings in the white pages of the telephone directory and to the Directory Assistance records.

Only information necessary to identify the Customer is included in the listings. The Company may use abbreviations in listings. The Company may reject a listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

6.4.2 Listings

A. Primary (Published) Listings

The Primary (Published) listing is included with local service at no additional charge and consists of the following:

1. The name under which a business is conducted by the Customer
2. The address of the Customer
3. The main telephone number of the Customer

This information will appear in the white pages of the Local Telephone Directory and the Directory Assistance Database.

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SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.4 DIRECTORY LISTING SERVICE (CONT'D)

6.4.2 Listings

B. Non-Published Service

Non-published service means that the Customer's telephone number is not listed in the local telephone directory, nor does it appear in the Directory Assistance Records. This service is subject to the rules and regulations for E911 service, where applicable. The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency. If a published listing is desired at a later date, there may be a delay in publishing the listing.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.4 DIRECTORY LISTING SERVICE (CONT'D)

6.4.2 Listings

C. Non-Listed Service

Non-listed service means that the Customer's telephone number is not listed in the local telephone directory, but it does appear in the Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable. The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

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SECTION 6 – SUPPLEMENTAL SERVICES (CONT'D)

6.4 DIRECTORY LISTING SERVICE (CONT'D)

6.4.3 Additional Listings

A. Duplicate Listing

A listing of another name by which a Customer is known such as abbreviated name, a name commonly spelled in more than one way or a name consisting of several words, which the public commonly rearranges.

Cross Reference is a type of Duplicate Listing. It refers to the name under which a complete listing is shown. Cross Reference can be temporary caused by a change of ownership or firm name, which may be shown with a reference to the successor.

B. Alternate Telephone Number Listing

A listing that refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

C. Foreign Listing

Any of the types of additional listings covered herein may be provided in a different directory or in the same directory under a different geographical heading from that under which the Customer is normally listed.

6.4.4 Monthly Rates

	Residential	Business
Non-published Service	$5.00	$5.95
Non-listed Service	$2.50	$2.50

A service order charge will apply, as set forth in Section 4, if not ordered at the time of installation.

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SECTION 7 – TOLL SERVICES

7.1 GENERAL

Long Distance service is only available in conjunction with local service.

7.2 DIRECT DIAL SERVICE

Direct Dial Service rates apply when the Customer dials the telephone number without the assistance of an operator and the call is billed to the calling number. Usage is billed in one (1) minute increments with a one (1) minute minimum period.

Per Minute Usage Rate All Times of Day	$0.25

7.3 NATIONWIDE DIRECTORY ASSISTANCE SERVICE

The charges as shown below apply for each request made to the Directory Assistance operator:

Nationwide Directory Assistance (555-1212)	$1.50

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS

8.1 CALL TRACING

8.1.1 GENERAL

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a customer.

8.1.2 DEFINITIONS

A. Customers – means a person, firm, partnership, limited liability Company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

B. Customer-originated call-tracing service – means a customer-activated, call-specific form of call tracing available as part of a set of services called Customer Local Area Signaling Service (CLASS).

C. Emergency – means a situation that appears to present immediate danger to person or property.

8.1.3 TERMS AND CONDITIONS

A. Call Tracing will be provided when requested by both a customer and an investigative or law enforcement officer and the customer has provided consent. Normally written consent will be required.

In emergencies, call tracing will be provided upon receiving oral consent from the customer. The customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.

B. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to customers receiving call-tracing services.

C. The Company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.

D. The Company may provide customer-originated call-tracing service (CLASS Call Trace) as an alternative to Call Tracing in response to a Call Tracing request from a customer who is located in an exchange where CLASS Call Trace is available and where CLASS Call Trace will function as accurately as Call Tracing.

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS (CONT'D)

8.1 CALL TRACING (CONT'D)

8.1.4 RATES

A. Call Tracing Setup

1.	During Normal Business Hours	$11.95
2.	Outside of Business Hours	$11.95

B. Extension of Call Tracing period at the Request of investigative or law Enforcement agency — No charge

C. Provision of Call Tracing information to investigative or law enforcement agency — No charge

8.2 RESTRICTION SERVICES

8.2.1 Toll Restriction

A. Description

Toll blocking allows end users to block direct-dialed long distance calls from their telephones. Full toll blocking blocks all calls beginning with a 1, 10XXX, or 011 numbers. Telephone lines with toll blocking can still receive toll calls and can be used to call toll-free numbers, operator-assisted collect or third party calls, and calling card calls.

B. Terms and Conditions

1. This service is offered to individual line residence, individual line business and dial switch type customers.

2. Provision of Toll Restriction does not alleviate the customer's responsibility for completed toll calls.

3. Toll Restriction will be provided at **no charge** customers upon request.

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS (CONT'D)

8.2 RESTRICTION SERVICES (CONT'D)

8.2.2 Bill Screening Blocking

A. Description

Bill screening blocking is a data base-driven service that allows end users to block collect calls or third party billed calls. To provide the service, local telephone companies sell customer data bases containing their customers' requests to block incoming collect or third party calls. Carriers who buy the data bases are able to respect customer preferences and avoid disputed bills for unsolicited calls. Because LECs charge carriers for each query to the data base, some carriers prefer not to subscribe to the data base service. For this reason, LECs cannot guarantee that their customers' preferences will always be heeded.

B. Terms and Conditions

1. Blocking of information will be provided at no charge to residential and business customers on all local service lines and will be provided on any line where it is technically possible.

8.2.3 Blocking Caller Identification

A. Description

Per Call blocking enables a customer to control the disclosure of telephone numbers to a subscriber of a Calling Number Delivery. A customer must dial an activation code before each call to block delivery of number information.

B. Terms and Conditions

1. Per call blocking will be provided at **no charge** to residential and business customers on all local service lines and will be provided on any line where it is technically possible.

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS (CONT'D)

8.2 RESTRICTION SERVICES (CONT'D)

8.2.4 Per Line Blocking

A. Description

Per Line blocking provides a permanent private indicator on a customer's line. The number of that line will not be delivered to any subscriber of Calling Number Delivery. Emergency 911 calls will not be affected.

B. Terms and Conditions

1. Residential Line Blocking will be available to customers at **no charge**.

2. Business Line Blocking will be available at **no charge** for the following types of customers: law enforcement agencies, shelters for battered persons, government agencies engaged in undercover operations, and business customers who have been accepted as having demonstrated a need for nondisclosure.

3. Other business customers that do not fit the above requirements shall demonstrate to the Company a special need under criteria set forth below:

"Line blocking for business customers is available only for those business customers demonstrating a need. The demonstration of need is waived for law enforcement centers, programs for battered persons, and government agencies engaged in undercover operations. Other business customers wanting line blocking must demonstrate in writing that disclosure of the calling number could endanger the caller, other persons, or property. The Company will promptly notify the customer of its decision. A business customer who does not agree with the Company's decision may appeal in writing to the Nebraska Public Service Commission."

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS (CONT'D)

8.2 RESTRICTION SERVICES (CONT'D)

8.2.5 Anonymous Call Rejection

A. Description

While this feature is activated, incoming blocked calls are routed to an announcement in the central office that will indicate that the called party has chosen to reject blocked calls and the call will not be completed.

B. Terms and Conditions

1. This service will be provided to all subscribers of Calling Number Delivery at **no charge** an in the inactive state.

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SECTION 9 - SPECIAL ARRANGEMENTS

9.1 SPECIAL CONSTRUCTION

9.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

A. nonrecurring charges;
B. recurring charges;
C. termination liabilities; or
D. combinations of A, B, and C.

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

1. equipment and materials provided or used;
2. engineering, labor, and supervision; transportation; and
3. rights of way and/or any required easements.

B. Cost of maintenance.

C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.

E. License preparation, processing, and related fees.

F. Tariff preparation, processing and related fees.

G. Any other identifiable costs related to the facilities provided; or

H. An amount for return and contingencies.

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SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D)

9.1 SPECIAL CONSTRUCTION (CONT'D)

9.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

A. The period on which the termination liability is based is the estimated service life of the facilities provided.

B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

   (a) equipment and materials provided or used;
   (b) engineering, labor, and supervision;
   (c) transportation; and
   (d) rights of way and/or any required easements;

2. license preparation, processing, and related fees;

3. tariff preparation, processing and related fees;

4. cost of removal and restoration, where appropriate; and

5. any other identifiable costs related to the specially constructed or rearranged facilities.

C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Subsection B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Subsection B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D)

9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

LATA and type of switch
The V&H distance from the central office to the customer's premises
Service description
Rates and charges
Quantity of circuits
Length of the agreement.

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SECTION 10 - EXPLANATION OF TERMS

AGENCY
For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING ("AR")
Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

ANALOG
A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

APARTMENTS
A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

ASCII
American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS
Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

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

ATTENDANT
An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI")
The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

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SECTION 10 - EXPLANATION OF TERMS (CONT'D)

AUTOMATIC NUMBER IDENTIFICATION ("ANI")
A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

BIT
The smallest unit of information in the binary system of notation.

BUILDING
A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

CALL INITIATION
The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION
The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CALLING NUMBER DELIVERY
Enables the customer to receive the 10-digit telephone number of the calling person, as well as the date and time of the incoming calls.

CENTRAL OFFICE
An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE
A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL
A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL CONVERSION
The termination of 1.544. Mbps Service at a customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the customer.

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SECTION 10 - EXPLANATION OF TERMS (CONT'D)

CHANNEL SERVICE UNIT ("CSU")
The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COLLEGE
An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

COMMUNICATIONS SYSTEMS
Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Telephone utility stations, even when not connected to exchange and message toll communications service.

COMPANY
Clear Rate Communications, LLC, unless otherwise clearly indicated from the context.

COMMISSION
The Nebraska Public Service Commission.

CUSTOMER
The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT (CPE)
Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING ("DR")
When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DEMARCATION POINT
The physical dividing point between the Company's network and the customer.

DIAL PULSE ("DP")
The pulse type employed by a rotary dial station set.

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SECTION 10 - EXPLANATION OF TERMS (CONT'D)

DIRECT INWARD DIAL ("DID")
A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD")
A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL
A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DUAL TONE MULTI-FREQUENCY ("DTMF")
The pulse type employed by tone dial station sets. (Touch tone)

EMERGENCY SERVICE NUMBER ("ESN")
A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the customer.

E911 SERVICE AREA
The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER
A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR
A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

EXCHANGE
An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE
A central office line furnished for direct or indirect access to the exchange system.

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SECTION 10 - EXPLANATION OF TERMS (CONT'D)

EXCHANGE SERVICE
The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT
A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE
The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

GROUND START
Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

HANDICAPPED PERSON
A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

HOSPITAL
An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

HOTEL
An establishment offering lodging with or without meals to the general public on a day-to-day basis.

INCOMING SERVICE GROUP
Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

INTERFACE
That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTEROFFICE MILEAGE
The segment of a line which extends between the central offices serving the originating and terminating points.

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SECTION 10 - EXPLANATION OF TERMS (CONT'D)

INTERRUPTION
The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

JOINT USER
A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Tariff.

KILOBIT
One thousand bits.

LATA
Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

LINK
The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LEASED CHANNEL
A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

LOCAL CALL
A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA
The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE
Telephone exchange service within a local calling area.

LOOP START
Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

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SECTION 10 - EXPLANATION OF TERMS (CONT'D)

LOOPS
Segments of a line which extend from the serving central office to the originating and to the terminating point.

MEGABIT
One million bits.

MESSAGE RATE SERVICE
A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE
The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTI-FREQUENCY ("MF")
An inter-machine pulse-type used for signaling between telephone Company switches, or between telephone Company switches and PBX/key systems.

MULTILINE HUNT
A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

NETWORK CONTROL SIGNALING
The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT
The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE
The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

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SECTION 10 - EXPLANATION OF TERMS (CONT'D)

PBX
A private branch exchange.

PORT
A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

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

PRIVATE BRANCH EXCHANGE SERVICE
Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PUBLIC ACCESS LINE SERVICE
Service providing facilities for a customer owned coin operated telephone ("COCOT").

PUBLIC SAFETY ANSWERING POINT ("PSAP")
An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

RATE CENTER
A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD
The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

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SECTION 10 - EXPLANATION OF TERMS (CONT'D)

RESALE OF SERVICE
The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without `adding value') for profit.

SAME PREMISES
All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SELECTIVE ROUTING ("SR")
A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

SERVING CENTRAL OFFICE
The central office from which local service is furnished.

SHARING
An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

STATION
Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

SUSPENSION
Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

SYNCHRONOUS
Transmission in which there is a constant time interval between bits, characters or events.

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SECTION 10 - EXPLANATION OF TERMS (CONT'D)

T-1 SYSTEM
A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T- 1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELEPHONE CALL
A voice connection between two or more telephone stations through the public switched exchange system.

TELEPHONE GRADE LINES
Lines furnished for voice transmission or for certain signaling purposes.

TERMINATION OF SERVICE
Discontinuance of both incoming and outgoing service.

TIE LINE
A dedicated line connecting two switchboards or dial systems.

TOLL CALL
Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TONE DIAL SIGNALING ("TD")
An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

TWO WAY
A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER
A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

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