

**Nebraska**  
**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE TARIFF**  
**OF**  
**inContact, Inc.**

This tariff contains the descriptions, regulations and rates applicable to the provision of local exchange telecommunications services provided by inContact, Inc., with principal offices at 7730 S. Union Park Avenue, Suite 500, Midvale, Utah 84067, for services furnishing within the State of Nebraska. This tariff is on file with the Nebraska Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

NOTE: inContact, Inc.'s Tariff No. 5 cancels and replaces, in its entirety, UCN's Tariff No. 4. Only changes effective by this replacement is name and address changes.

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Issued by: Paul Jarman  
President/CEO  
7730 S. Union Park Avenue, Suite 500  
Midvale, Utah 84067

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**CHECK SHEET**

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\*Denotes New or Revised Page.

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### EXPLANATION OF SYMBOLS

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

- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify a change in text but no change in rate or regulation.

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by inContact, Inc., hereinafter referred to as the Company, to Customers within the State of Nebraska. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Public Utility Commission of Nebraska. In addition, this tariff is available for review at the main office of inContact, Inc., at 7730 S. Union Park Avenue, Suite 500, Midvale, Utah 84067.

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**TARIFF FORMAT**

A. Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

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

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

D. Check Sheets – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 – DEFINITIONS**

**Access Line** – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

**Account** – A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line, therefore, will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange access line.

**Account Codes** – Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

**Advance Payment** – Part or all of a payment required before the start of service.

**Authorization Code** – A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or any other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** – A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Automatic Numbering Identification (ANI)** – A type of signaling provided by a local telephone company which automatically identifies the local exchange line from which a call originates.

**Commission** – Nebraska Public Service Commission.

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

**Company** – inContact, Inc., the issuer of this tariff.

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

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

**Customer Terminal Equipment** – Terminal equipment provided by the Customer.

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**SECTION 1 – DEFINITIONS (CONT'D)**

**Deposit** – Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**End Office** – The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Equal Access** – A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

**Exchange Telephone Company or Telephone Company** – Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**ICB** – Individual Case Basis.

**IXC or Interexchange Carrier** – A long distance telecommunications service provider.

**Interruption** – The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

**LATA** – A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designed as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

**LEC** – Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Monthly Recurring Charges** – The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**MOU** – Minutes of Use.

**NECA** – National Exchange Carriers Association.

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

**PBX** – Private Branch Exchange.

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**SECTION 1 – DEFINITIONS (CONT'D)**

**PIN** – Personal Identification Number. See Authorization Code.

**Point of Presence (“POP”)** – Location where the Company maintains a facility for purposes of interconnecting to the Company's Network.

**Recurring Charges** – Monthly charges to the Customer for services, and equipment, which continues for the agreed-upon duration of the service.

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

**Service Order** – The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Serving Wire Center** – A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Shared Inbound Calls** – Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** – Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that “1 + 10-digit number” calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing “10XXX” or 101XXXX” with a “1+10-digit number.”

**Station** – The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** – The person, firm, partnership, corporation, or other entity who orders telecommunications service from inContact, Inc.. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Switched Access Origination/Termination** – Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** – Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**inContact, Inc.** – inContact, Inc., issuer of this tariff.

**UNE Zone** – Geographic area established by the Commission pursuant to Section 51.507(f) of the Code of Federal Regulations.

**Usage Charges** – Charges for minutes or messages traversing over local exchange facilities.

**User or End User** – A Customer, Joint User or any other person authorized by a Customer to use service provided under this tariff.

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**SECTION 2 – RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Nebraska.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer, if:
1. the Customer is using the service in violation of the tariff; or
  2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Nebraska regardless of its choice of laws provision.
- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, 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 as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, 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, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that results 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. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  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, or other catastrophes; national emergencies, insurrections, riots, wars 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; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Limitations on Liability (Cont'd)**

**D. (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 paragraph A. of this Subsection 2.1.4;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof not due to negligence;
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 acts 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 noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 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. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)**

- H. Directory Errors – In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing 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 listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- I. With respect to Emergency 911 Service:
1. This 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, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
  2. Neither is the Company 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, its users, agencies or municipalities, or the employees or agents of any one of them.

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

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Limitations on Liability (Cont'd)**

**1. With respect to Emergency 911 Service (Cont'd)**

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party other than the Company, including, but not limited to, the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-routine Installation**

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

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owned to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts of omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd)****2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2 -- RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd)**

**2.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd)**

**2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
  
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements****2.5.1. Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

**2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days of receipt of bill, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.3 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Commission.

Nebraska Public Service Commission  
300 The Atrium  
1200 N Street  
Lincoln, Nebraska 68509-4927  
1-402-471-3101

- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

**2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

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

**2.5.5 Deposits**

The Company does not require Customer deposits.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.6 Discontinuance of Service**

The Company may discontinue service under this section. Customers will be given five (5) days written notice prior to discontinuance unless otherwise indicated. The five-day notice period excludes Sundays and legal holidays. 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.

After discontinuing service, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable. These remedies are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

The Company will refrain from suspending or terminating service for nonpayment during the pendency of a complaint before the Company or the Nebraska Public Service Commission or its authorized designee, unless otherwise provided by the Commission or its authorized designee; provided, however, that as a condition of continued service during the pendency of such dispute, a customer shall pay the undisputed portions of any bill for service.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

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

**2.5.6 Discontinuance of Service (Cont'd)**

The Company may discontinue service with notice for any of the following:

- A. For failure to pay a bill for service when due;
- B. For failure to meet the company's deposit and credit requirements;
- C. For failure to make proper application for service;
- D. For violation of any of the Company's rules on file with the Commission;
- E. For failure to provide the Company reasonable access to equipment and property;
- F. For breach of contract for service between the Customer and the Company;
- G. For failure to furnish such service, equipment, and/or rights-of-way as necessary to serve the Customer as shall have been specified by the Company as a condition of obtaining service; or
- H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

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

**2.5.6 Discontinuance of Service (Cont'd)**

The Company may discontinue service without notice for any of the following:

- A. In the event of tampering with the Company's equipment;
- B. 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
- C. 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;
- D. For violation of or non-compliance with the Commission's regulations governing access line or interexchange service supplied by carriers or for violation of or non-compliance with the carrier's tariff on file with the Commission.
- E. Failure to pay for services rendered subsequent to proper notice.
- F. Request for service or delinquency in payment for service at an indebted household, unless a customer in the indebted household to whom service is provided and billed has made prompt payment for such service.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.7 Cancellation of Application for Service**

- A. Applications for special construction service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.7.A. through 2.5.7.C. will be calculated and applied on a case-by-case basis.

**2.5.8 Changes in Service Requested**

If the Customer makes or request material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance 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 in 2.6.1 for the part of the service that the interruption affects.

**2.6.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.6. Allowances for Interruptions in Service (Cont'd)**

**2.6.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including, but not limited to, the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F. 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;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)**
**2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 Use of Another Means of Communication**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.6.4 Application for Credits for Interruptions in Service**

A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. 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.

B. For calculating credit allowances, every month is considered to have thirty (30) days.

C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

**D. Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service to be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-period. No more than thirty (30) days credit will be allowed for any one-month period.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.5 Cancellation for Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

**2.7 Use of Customer's Service by Others****2.7.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**SECTION 2 -- RULES AND REGULATIONS (CONT'D)****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

**2.8.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

**2.9 Customer Responsibility****2.9.1 Cancellation by Customer**

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**2.10 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.10.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.10.3 pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.11 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent or implied authority to use the network, obtains the Company's services provided under this tariff.

**2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied to and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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

**2.12 Notices and Communications**

- 2.12.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.13 Taxes, Fees and Surcharges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services. Fees or surcharges for such programs will be included in this section of the tariff.

**A. 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.

**B. 911 Service Surcharge**

All Customers will be assessed a per line surcharge to support local 911 Service Programs. The 911 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. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by Nebraska law, Commission rules or local jurisdiction requirements.

**C. 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. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by Nebraska law or Commission rules rounded up to the nearest whole cent, and may vary from time to time as required by Nebraska law or Commission rules.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.14 Miscellaneous Provisions**

**2.14.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

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.

**2.14.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of the Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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**SECTION 3 – SERVICE AREAS**
**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) U S WEST Communications

**3.1.1 Exchange and UNE Zone Listings**

Exchange	UNE Zone	Additional Exchanges
Ainsworth	3	Long Pine, Johnstown
Alliance	3	Hemingford
Atkinson	3	O'Neill, Stuart
Atlanta	3	Holdrege
Axtell	3	Minden, Funk
Bennington	2	Arlington, Blair, Ft. Calhoun, Fremont, Kennard, Louisville, Omaha (including Carter Lake, IA, Elkhorn, Gretna, Springfield, Valley, Waterloo), Yutan
Big Springs	3	Brule, Ogallala
Bridgeport	3	N/A
Broken Bow	3	N/A
Cairo	3	Grant Island, Wood River
Central City	2	Archer, Hordville
Chadron	2	Crawford, Whitney
Clarkson	3	N/A
Crawford	3	Chadron, Harrison, Whitney
Creston	3	Humphrey
Dakota City	1	Homer, South Sioux City, Sioux City, IA
Elkhorn	1	Arlington, Blair, Ft. Calhoun, Fremont, Kennard, Louisville, Omaha (including Bennington, Carter Lake, IA, Gretna, Springfield, Valley, Waterloo), Yutan
Elm Creek	3	Overton, Kearney
Elwood	3	Lexington
Emerson	3	N/A
Farwell	3	Dannebrog, Elba, St. Paul
Fremont	1	Arlington, Blair, Ft. Calhoun, Kennard, Omaha (including Bennington, Carter Lake, IA, Elkhorn, Gretna, Springfield, Valley, Waterloo), Yutan
Fullerton	3	Belgrade
Gothenburg	3	N/A
Grand Island	1	Cairo, St. Libory, Wood River, Chapman, Doniphan, Phillips
Gretna	2	Arlington, Clair, Ft. Calhoun, Fremont, Kennard, Louisville, Murray, Omaha (including Bennington, Carter Lake, IA, Elkhorn, Springfield, Valley, Waterloo), Plattsmouth, Yutan

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## SECTION 3 – SERVICE AREAS

## 3.1 Exchange Service Areas (Cont'd)

## 3.1.1 Exchange and UNE Zone Listings (Cont'd)

Exchange	UNE Zone	Additional Exchanges
Hamburg, IA		Border exchange – exception rate entitles access to Hamburg and Riverton, IA exchanges
Harrison	3	Crawford, Whitney
Holdrege	2	Atlanta, Funk, Loomis, Betrand
Homer	3	Dakota City, South Sioux City
Howells	3	N/A
Humphrey	3	Creston, Lindsay
Laural	3	N/A
Lexington	2	Elwood, Overton
Loup City	3	Ashton
Lyons	3	Decatur, Oakland, Tekamah
McCook	2	Culbertson
Minden	2	Axtell, Norman, Heartwell
Missouri Valley, IA		Border exchange – exception entitles access to Missouri Valley, IA exchanges
Norfolk	1	Battle Creek, Madison
North Platte	1	N/A
Oakland	3	Lyons, Tekamah, West Point
Ogallala	2	Brule, Big Springs
Omaha	1	Arlington, Bennington, Blair, Carter Lake, IA, Council Bluffs, IA (including Carson, IA, Crescent, IA, Underwood, IA), Elkhorn, Ft. Calhoun, Fremont, Glenwood, IA, Gretna, Kennard, Louisville, Macedonia, IA, Minden, IA, Mineola, IA, Missouri Valley, IA, Murray, Neola, IA, Oakland, IA, Plattsmouth, Silver City, IA, Springfield, Tabor, IA, Treynor, IA, Yutan, Valley, Waterloo
O'Neill	3	Atkinson, Cristow, Butte, Chambers, Inman, Page, Spencer, Stuart
Oxford	1	Edison
Pender	3	N/A
Pilger	1	N/A
Randolph	1	N/A

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**SECTION 3 – SERVICE AREAS**
**3.1 Exchange Service Areas (Cont'd)****3.1.1 Exchange and UNE Zone Listings (Cont'd)**

<b>Exchange</b>	<b>UNE Zone</b>	<b>Additional Exchanges</b>
St. Libory	1	Grant Island, St. Paul
St. Paul	2	Boelus, Cotesfield, Dannebrogk, Elba, Farwell, St. Libory
Schuyler	2	N/A
Sidney	2	N/A
Silver Creek	3	N/A
South Sioux City	1	Dakota City, Homer, Sioux City, IA
Springfield	2	Arlington, Clair, Ft. Calhoun, Fremont, Kennard, Louisville, Murray, Omaha (including Bennington, Carter Lake, IA, Elkhorn, Gretna, Valley, Waterloo), Plattsburgh, Yutan
Takamah	2	Decatur, Lyons, Oakland
Valentine	3	Crookston, Cody, Kilgore, Wood Lake
Valley	2	Arlington, Blair, Ft. Calhoun, Fremont, Kennard, Louisville, Omaha (including Bennington, Carter Lake, IA, Elkhorn, Gretna, Springfield, Waterloo), Yutan
Wakefield	3	N/A
Waterloo	1	Arlington, Clair, Ft. Calhoun, Fremont, Kennard, Louisville, Omaha (including Bennington, Carter Lake, IA, Elkhorn, Gretna, Springfield, Valley), Yutan
Wayne	1	N/A
West Point	2	N/A
Whitney	3	Chadron, Crawford, Harrison
Wood River	3	Cairo, Grand Island
Yankton, SD		Border exchange -- exception rate entitles access to Yankton, Irene and Wakonda exchanges.

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**SECTION 4 – BASIC SERVICES AND RATES**

**4.1 Call Timing for Usage Sensitive Services**

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:

- 4.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 4.1.2 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).
- 4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

**4.2 Distance Calculations**

The Company does not offer distance sensitive services.

**4.3 Rate Periods for Time of Day Sensitive Services**

The Company does not offer time of day sensitive services.

**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.4 Local Exchange Service**

**4.4.1 General**

The Company offers Local Service to business customers. Voice Mail and other Custom Calling Features are available to Local Service customers by selecting such services a la carte or in bundled packages.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**A. Primary Line**

The initial local exchange access line per account.

**B. Secondary Line**

The second or additional local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature Packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.5 Local Dialtone Service**

**4.5.1 General**

The Company offers local dialtone service to customers in the Exchange Areas of the LECs listed in Section 3.1. Local dialtone service allows customers to initiate and terminate calls within their local calling areas.

**4.5.2 Rates**

Service Connection Fee, one-time charge per line:	
Primary Line	\$19.95
Secondary Line	\$29.95
Monthly Rate	
Primary Line	\$34.95
Secondary Line	\$34.95

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**
**4.6 Basic Local Service Package****4.6.1 General**

Basic Local Service Package provides customers with local dialtone service and includes the Customer Calling features listed below:

Caller ID – Allows a Customer to see a caller's number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

**4.6.2 Rates**

Service Connection Fee, one-time charge per line:	
Primary Line	\$29.95
Secondary Line	\$39.95
Monthly Rate	
Primary Line	\$44.95
Secondary Line	\$44.95

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)****4.7 inContact™ Services****4.7.1 Local Inbound Service****A. Description**

Local Inbound service is offered to business customers in conjunction with the Company's inContact™ call center solution. Local Inbound service transports local calls originated on the Public Switched Telephone Network (PSTN) and terminates them to IP endpoints.

Local Inbound calls can be placed into the Company's network via Company-assigned (native) or customer-ported local telephone numbers. Once a call is placed, it is converted to Internet Protocol (IP). IP media is transported over the Company's network to a customer's IP Voice application and results in a handoff via Session Initiated Protocol (SIP) over Transmission Control Protocol (TCP) or User Datagram Protocol (UDP) to Edge Proxy Server(s) or Softswitch(s).

**B. Regulations and Limitations**

Local Inbound Service is intended for use as an inbound-only service, and does not support any outbound calling capability, including, but not limited to, calls to 911.

Customer is strictly prohibited from using (or reconfiguring to support such use) either the service or any telephone numbers (TNs) obtained through purchase of the service in connection with any outbound calls placed by Customer or Customer's end users.

Local Inbound Service is available to customers in Flat-rate or Metered plans, as set forth below.

Local Inbound Service is available in the exchange areas listed in Section C, below, at tiered pricing as set forth in Section D, below.

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.7 inContact Services (Cont'd)**

**4.7.1 Local Inbound Service**

**C. Availability**

Local Inbound Service is available to customers in Exchange Areas within the Company's local service footprint. For customers purchasing Metered service, Exchange Areas are divided into three (3) tiers for purposes of applying usage rates. Tiered pricing reflects the Company's costs of providing services in the respective Exchange Area.

Local Inbound Service is available to customers in the following Exchange Areas:

(1) TIER 1

COLUMBUS  
ELKHORN  
EMERSON  
FREMONT  
GRETNA  
LINCOLN  
NORFOLK  
OMAHA  
OSCEOLA  
PLATTSMTH  
SCHUYLER

**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.7 inContact Services (Cont'd)**

**4.7.1 Local Inbound Service (Cont'd)**

**C. Availability (Cont'd)**

(2) TIER 2

None

(3) TIER 3

BROKEN BOW  
GRAND IS  
HASTINGS  
LEXINGTON  
MINDEN  
NO PLATTE  
SCOTSBUFF  
SO YANKTON

**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.7 inContact Services (Cont'd)**

**4.7.1 Local Inbound Service (Cont'd)**

**D. Rates and Charges**

- (1) Initial service installation charge:
 

	<u>Per Customer/Non-Recurring</u>
Flat-rate service plan:	\$100.00
Metered service plan:	\$100.00
  
- (2) Telephone Number charges:
 

	<u>Per TN/Non-Recurring</u>
Native/Non-Ported ANI	
Flat-rate service plan:	\$1.50
Metered service plan:	\$0.00
Ported ANI	
Flat-rate service plan:	\$30.00
Metered service plan:	\$30.00
  
- (3) Monthly Line charge:
 

	<u>Monthly Charge per TN</u>
Flat-rate service plan:	\$30.00
Metered service plan:	\$1.00
  
- (4) Usage charges applicable to Metered service plan:

TIER	PER MINUTE CHARGE
1	\$0.0143
2	\$0.0274
3	\$0.0524

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.7 inContact Services (Cont'd)**

**4.7.2 Local Two-Way Service (Cont'd)**

**A. Description**

Local Two-Way Service is offered to business customers in conjunction with the Company's inContact™ call center solution. Local Two-Way service provides a customer with a single, voice-grade telephonic communications channel which can be used to place and/or receive calls. Local Two-Way lines are provided for connection of customer-provided single station sets or facsimile machines to the Public Switched Telephone Network.

Local Two-Way Service calls can be placed into the Company's network via Company-assigned (native) or customer-ported local telephone numbers.

Local Two-Way Service is available at flat monthly rates and allows customers to make unlimited calls within their local calling area, as defined herein.

**B. Optional Features**

Local Two-Way Service has the following calling features available at the customer's option –

- Caller ID
- Call Waiting
- Call Waiting ID (deluxe)
- Call Forwarding
- 3-Way Calling
- Call Rejection
- Last Call Return (\*69)

Directory Assistance and Operator Service charges apply as set forth in Section 5.6 of this tariff.

**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.7 inContact Services (Cont'd)**

**4.7.2 Local Two-Way Service (Cont'd)**

**C. Rates and Charges**

		<u>Per Customer/Non-Recurring</u>
(1)	Initial service installation charge	\$100.00
(2)	Telephone Number charges:	
	Native/Non-Ported ANI	<u>Per TN/Non-Recurring</u> \$1.50
	Ported ANI	\$30.00
		<u>Monthly Charge per TN</u>
(3)	Monthly service charge	\$45.00
(4)	Local calling feature charges	

<u>FEATURE</u>	<u>ADDITIONAL CHARGES</u>
Caller ID	- \$7.95 per TN, per month
Call Waiting	- \$4.50 per TN, per month
Call Waiting ID (deluxe)	- \$12.95 per TN, per month
Call Forwarding	- \$3.50 per TN, per month
3-Way Calling	- \$4.25 per TN, per month and - \$0.75 per use
Call Rejection	- \$0.85 per use
Last Call Return (*69)	- \$4.40 per TN, per month and - \$0.75 per use

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES****5.1 Service Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

**5.1.1 Service Order Charges**

Transfer of Service Charge, Primary Line – applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line – applies to the second, or third, etc., line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge – A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.1 Service Order and Change Charges (Cont'd)**

**5.1.2 Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Toll Restriction Fee Order – applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.1 Service Order and Change Charges (Cont'd)**

**5.1.3 Rates**

<u>Service Order Charges</u>	<u>Charge</u>
Primary Service Connection Charge	*
Secondary Service Connection Charge	*
Transfer of Service Charge, Primary Line	\$40.00
Transfer of Service Charge, Secondary Line	\$20.00
Technician Dispatch Charge	\$75.00
Service Order Charge	N/A
 <u>Change Order Service Charges</u>	
Custom Calling Feature Change Order	\$15.00
Toll Restriction Fee Order	\$5.00
Telephone Number Change Order	\$5.00
Listing Change Charge	\$5.00

\*Service Connection charges are listed with the rates for each specific service tariffed.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.2 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Rate</u>
Per occasion	\$25.00

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.3 Reserved for Future Use**

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.55

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.5 Custom Calling Features**

The features in this section are made available to Residential Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

**5.5.1 Feature Descriptions**

Call Forwarding – Fixed, Busy Line No Answer – This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding – Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.5 Custom Calling Features****5.5.1 Feature Descriptions (Cont'd)**

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Selective Call Rejection - Allows you to refuse calls from selected list of numbers.

Repeat/Auto Dial - A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**
**5.5 Custom Calling Features****5.5.2 Rates**

<b>FEATURE</b>	<b>RATE</b>	<b>BILLED</b>
Call Forwarding	\$3.50	MRC
Speed Calling	\$3.50	MRC
Caller ID	\$7.95	MRC
Caller ID with Name	\$10.95	MRC
Call Trace	\$0.50	Per use
Call Blocking	\$2.50	MRC
Call Waiting	\$4.50	MRC
Call Waiting with Caller ID with Name	\$12.95	MRC
Three Way Calling	\$4.25 \$0.75	MRC Per use
Last Call Return (*69)	\$4.40 \$0.75	MRC Per use
Anonymous Call Rejection	\$2.50	MRC
Manual Call Rejection	\$0.85	Per use
Repeat/Auto Dial	\$0.50	Per use
Caller Identification Blocking	\$0.50	Per use
Per Call Blocking	No charge	
Per Line Blocking	No charge	

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.6 Directory Assistance and Operator Services**

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

**5.6.1 Basic Directory Assistance**

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

**A. Exemptions**

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

**B. Allowances**

There are no call allowances for Directory Assistance Service.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.6 Directory Assistance and Operator Services (Cont'd)**

**5.6.2 Directory Assistance Rates**

	<u>Per Use Charge</u>
Direct dialed, local	\$0.85

**5.6.3 Operator Service Rates**

The Company provides operator services to its customers pursuant to agreement with a third-party operator services provider. The following per call surcharges apply to all calls requesting Company's operator services assistance.

	<u>Per Use Surcharge</u>
Station-to-station, local	\$0.85
Person-to-person, local	\$2.50

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.7 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 and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

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

	<u>Per Call</u>
Busy Line Verification, each occasion	\$2.00
Emergency Interruption	\$2.50

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service**

**5.8.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

**5.8.2 Listings**

**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line and each joint user.

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**SECTION 5 --MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service (Cont'd)**

**5.8.2 Listings (Cont'd)**

**B. Additional Listings**

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

**Duplicate Listings** – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

**Alternate Telephone Numbers** – A listing which 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.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service (Cont'd)**

**5.8.2 Listings (Cont'd)**

**C. Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

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.

**D. Nonlisted Service**

Nonlisted service means the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

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 nonlisted service.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service (Cont'd)**

**5.8.3 Rates and Charges**

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings	\$0.75
Nonpublished Service	\$1.50
Nonlisted Service	\$1.00
Alternate Listings	\$0.75

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**SECTION 5 -- MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.9 Carrier Presubscription**

**5.9.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which 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.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.10 Toll Restriction Service**

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. Directly dialed calls to 700/900 services and operator dialed calls billed to the line are not allowed. This arrangement does allow Calling Card calls, Collect calls, Third Number calls, and direct dialed calls to 911, Directory Assistance and Toll Free services. This service is available where facilities permit.

**5.10.1 Rates**

	<u>Rate</u>
Nonrecurring charge, per line	*
Monthly, per line	\$8.50

\*For nonrecurring charges associated with Toll Restriction Service, see Section 5.1 of this tariff.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES**

**6.1 DS-1 Service**

**6.1.1 General**

- (A) DS-1 Service is furnished for Private Line IntraLATA Communications by the Company.
- (B) DS-1 Service is a service for the transmission of digital signals only and uses on digital transmission of facilities.
- (C) DS-1 Service provides for the simultaneous two-way transmission of isochronous digital signals at DS1 speeds of 1.544 mbps, where facilities are available.
- (D) To ensure satisfactory operation, the terminal equipment provided by the Customer must be compatible with the DS1/1.544 Mbps channel facility provided by the Company.
- (E) The rates specified for DS-1 Service in Section 6.1.3 following, contemplate the provision of a digital quality facility over existing interoffice carrier equipment and/or exchange cable facilities compatible with this service. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, a special construction charge based on the cost incurred to make the changes will apply in addition to the rates for DS-1 Service.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.2 Regulations**

**A. Description of Service**

- (1) DS-1 Service is furnished for the simultaneous two-way transmission of serial, Bipolar, Return-to-Zero (BPRS) isochronous digital signals, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format, at a speed of DS1/1.544 Mbps between two points located within a LATA.
- (2) Multipoint service is not available.
- (3) DS-1 Service is available on a month-to-month basis, under variable rate periods, and also subject to an ICB in accordance with Section 6.1.4.
- (4) Connection of DS1/1.544 Mbps communications systems provided by others may be made on a permissive basis; the Company does not represent its Ds-1 Service as adapted for such connections, and shall not be responsible for the through transmission of signals, or the quality of such transmission on such connections.
- (5) A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) provided by the Customer is required at a Customer's or authorized user's premises to perform such functions as:
  - proper termination of the service
  - amplification
  - signal shaping
  - remote loop-back.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.2 Regulations (Cont'd)**

**A. Description of Service (Cont'd)**

6. The design, maintenance and operation of DS-1 Service contemplates communications originating and terminating as (1) a Customer premises to Customer premises channel via the Company's Service Wire Center (SWC) – and/or through remote SWCs; (2) a Customer premises to the Service Wire Center – and/or to remote SWCs – a partial channel (link); or (3) a central office to central office (interoffice) partial channel (link).
7. DS-1 Service may also be furnished on a link (partial channel) basis when connected to Centrex Type Services<sup>1</sup>, another DS-1 Service, Diverse Loop DS-1 Service and/or DS-1/DS-3 Channel Service.
8. All appropriate rates specified in other tariff sections are in addition to the monthly rate per package or signal channel for DS-1 Service specified in this Tariff.

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<sup>1</sup> Connection from DS-1 Service and/or DS-1/DS-3 Channel Service to Centrex Type Services may not be available from all service wire centers.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.2 Regulations (Cont'd)**

**(B) Definitions**

Channel Service Unit

The term "Channel Service Unit" (CSU) denotes equipment provided by the Customer to terminate a digital facility on the Customer's or user's premises.

DS-1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRS) bit stream format except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment.

Digital Local Channel

The term "Digital Local Channel" denotes a path for DS-1 Service furnished from the demarcation point on a Customer's premises to their Serving Wire Center.

Interoffice Channel

The term "interoffice channel" denotes a path (or paths) for digital transmission between Company Serving Wire Centers within a LATA. An interoffice channel may be furnished in such manner as the Company may elect.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.2 Regulations (Cont'd)**

**(C) Application of Rates**

- (1) Digital Local Channels furnished between a Serving Wire Center and the Customer's premises will be charged at rates based on the first ½ mile and each additional ½ mile for the airline distance measured between the Customer's premises and their Serving Wire Center.
- (2) Interoffice Channels furnished between Central Offices will be charged at rates based on airline distance between the Central Offices.
- (3) DS-1 Service is available on a month-to-month basis, under variable rate periods, or on conditions specified in Section 6.1.4.
- (4) DS-1 Service rates under contract will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the Customer's payment period option, the Customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.2 Regulations (Cont'd)**

**(C) Application of Rates (Cont'd)**

- (5) A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rate provided under the contract.
- (6) Airline distance between the Company central offices shall be developed using the methodology, found in Section 6.1.4 of this Tariff. Fractional mileage shall be rounded up to the next full mile.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.2 Regulations (Cont'd)**

**(D) Connections**

(1) Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to DS-1 Service when such connection is made in accordance with the provision specified in 2., 3. and 4., following.

(2) Responsibility of the Company

a. The responsibility of the Company shall be limited to the furnishing and maintenance of DS-1 Service to a network interface on the Customer's premises where provision is made for the connection of local services.

b. The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications systems provided by a Customer. DS-1 Service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for DS-1 Service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:

- the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission or

- the reception of signals by such equipment or communications systems, or

- damage to terminal equipment or communications systems provided by a Customer or authorized user due to testing.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.2 Regulations (Cont'd)**

**(D) Connections (Cont'd)**

**(2) Responsibility of the Company (Cont'd)**

- c. The Company shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of DS-1 Service render any facilities or equipment provided by a Customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
- d. The Company undertakes to maintain and repair the facilities which it furnishes. The Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.2 Regulations (Cont'd)**

**(D) Connections (Cont'd)**

**(3) Responsibilities of the Customer**

- a. The Customer is responsible for installing and testing his premises equipment or facilities to insure that when they are connected to DS-1 Service such equipment or facilities are operating properly.
- b. The operating characteristics of the Customer premises equipment or facilities shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by a Customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice that the equipment provided by a Customer is causing or likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- c. The Customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the Customer will be responsible for all expenses incurred in changes to his premises equipment.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.2 Regulations (Cont'd)**

**(D) Connections (Cont'd)**

**(4) Connection of Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provider Communications Systems**

a. The following provisions will apply:

- I. Customer-Provided Terminal Equipment and/or Customer-Provided Communications Systems may be connected at the premises of the Customer to DS-1 Service.
- II. The Customer, by use of its own derivation equipment, may create digital bit streams from a DS-1 Service and such equipment may be connected for transmission of such bit streams when connected through a Customer-provided CSU/TE.
- III. The undertaking of the Company is to furnish DS-1 Service as ordered and specified by the Customer as specified in d. following.

b. Connections to Other Services Furnished by the Company to the Same Customer

DS-1 Service furnished by the Company may be connected by the Customer to another service or the other services furnished by the Company as specified in D.2 preceding. Connected services are subject to all rules and regulations governing the provisioning of those services.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.1 DS-1 Service (Cont'd)****6.1.2 Regulations (Cont'd)****(D) Connections (Cont'd)****(4) Connection of Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems (Cont'd)****c. Connections to other services furnished by the Company to different Customers**

The Customer may connect at the premises of the Customer, another DS-1 Service or other services furnished by the Company to different customers as specified in D.2, preceding. Connected services are subject to all rules and regulations governing provisioning of those services.

**d. Connection of Channel Service Units**

A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) must be provided by the Customer to connect a Company-provided digital facility. In accordance with Part 68 of the FCC's Rules and Regulations, new grandfathered CSU/TEs may be connected, moved, and reconnected until June 30, 1987. After this date only registered and previously connected grandfathered CSU/TEs may be connected to Company-provided digital facilities. Registered technical requirements for CSU/TEs are outlined in Part 68 of the FCC's Rules and Regulations. A copy may be obtained from the Federal Communications Commission, Room BB300, Washington, D.C. 20554.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.1 DS-1 Service (Cont'd)****6.1.2 Regulations (Cont'd)****(E) Features****(1) Clear Channel Capability**

- a. Clear Channel Capability (CCC) is an arrangement that alters a DS1/1.544 Mbps signal with unconstrained information bits, to meet pulse density requirements outlined in Technical Reference 73525. This will allow a Customer to transport an all zero octet over a DS-1 Service channel providing an available combined maximum 1.536 Mbps data rate. This arrangement requires the Customer signal at the channel interface to conform to Bipolar with 8 Zero Substitution (B8ZS) line code as described in Technical Reference 73525.
- b. CCC is provided on DS-1 Service channels between two Customer designated premises, from a Customer premises to their Serving Wire Center or Node Central Office and/or to a remote Service Wire Center or Node Central Office, and from a Central Office to a Central Office, and is subject to the availability of facilities. This optional feature may be ordered at the same time the DS-1 Service channel is ordered, or it may be ordered as an additional feature of an existing DS-1 Service channel.
- c. When providing CCC via a DS3/44.736 Mbps High Capacity channel, that DS3 channel must be designated, in Company records, as having Clear Channel Capability prior to the provisioning of a DS1/1.544 Mbps High Capacity channel with CCC. Customer must agree to out-of-service periods required to add this feature to an existing DS-1 Service channel to be optioned for B8ZS.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.2 Regulations (Cont'd)**

**(F) Payment Arrangements and Credit Allowance**

- (1) The minimum period for which DS-1 Service is furnished and for which charges are applicable is one month.
- (2) Suspension of service is not allowed.

---

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**
**6.1 DS-1 Service (Cont'd)****6.1.3 Rates and Charges**

- (A) A Digital Local Channel is furnished between a Service Wire Center and the Customer's premises. Rates are based on the airline distance between the Serving Wire Center and the Customer's premises.

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(1) Digital Local Channel, each <sup>1</sup>					
a. First ½ Mile	\$330.00	\$90.20	\$89.10	\$89.10	
b. Each additional ½ Mile, or fraction thereof	----	\$38.50	\$37.40	\$35.20	\$33.00

<sup>1</sup> Contract lengths are flexible to allow Customer chose of payment period.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.3. Rates and Charges (Cont'd)**

(B) Interoffice Channels are furnished between Central Offices. Rates are based on the airline distance between Central Offices.<sup>1, 2</sup>

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(1) Interoffice Channel, each channel 0-8 miles					
a. Fixed monthly rate.	\$110.00	\$99.00	\$93.50	\$93.50	\$93.50
b. Each airline mile, or fraction thereof	----	\$29.70	\$24.20	\$22.00	\$19.80
(2) Interoffice Channel, each channel 9-25 miles					
a. Fixed monthly rate	\$110.00	\$99.00	\$93.50	\$93.50	\$93.50
b. Each airline mile or fraction thereof	----	\$27.50	\$22.00	\$19.80	\$17.60

<sup>1</sup> Contract lengths are flexible to allow Customer choice of payment period.

<sup>2</sup> Refer to Section 6.1.4 of this Tariff for mileage measurement methodology.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.3 Rates and Charges (Cont'd)**

**(B) Cont'd**

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(3) Interoffice Channel, each channel over 25 miles					
a. Fixed monthly rate	\$110.00	\$99.00	\$93.50	\$93.50	\$93.50
b. Each airline mile or fraction thereof <sup>1</sup>	----	\$25.30	\$19.80	\$17.60	\$15.40

**(C) Clear Channel Capability is furnished on a per DS-1 Service Channel basis.**

	Monthly Rate	Nonrecurring Charge	
		Initial	Subsequent
(10 Per DS-1 Service channel optioned as:			
a. Superframe Format (SF)	----	----	\$660.00
b. Extended Superframe Format (ESF)	----	----	\$660.00

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.3 Rates and Charges (Cont'd)**

**(D) Move Charge**

A move charge, per DS-1 Service channel, applies for each Digital Local Channel moved to a new location in the same building. This move charge is equal to the sum of the Digital Local Channel Nonrecurring Charge, Service Change Charge – Inside Moves, and Premises Visit Charge.

A move charge, per DS-1 Service channel under CSPP, applies for each DS-1 Service moved to a new location in Company territory within the same state. This move charge is equal to the sum of all nonrecurring charges applicable to a new DS-1 Service channel installation at the new location.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.3 Rates and Charges (Cont'd)**

**(E) Service Connection Charges**

- (1) Service Establishment Charges are applicable, for each DS-1 Service channel ordered, for receiving and recording information and/or taking action in connection with a Customer's request, and processing the necessary data. These charges including engineering design, common centralized testing and coordination.
- (2) Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a Customer's inside Move or transfer of service responsibility request, for processing the necessary data on a existing DS-1 Service channel. A Service Change Charge is applicable for each DS-1 Service channel associated with the Customer request (in lieu of a Service Establishment Charge).
- (3) Premises Visit Charge are applicable, per Digital Local Channel, for the termination of a channel at a Customer's premises or for inside moves. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.
- (4) Connection charges are applicable for the connection and testing of Digital Local Channels and/or Interoffice Channels. The charges are those nonrecurring charges contained in A. and B. preceding.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**
**6.1 DS-1 Service (Cont'd)****6.1.3 Rates and Charges (Cont'd)****(E) Service Connection Charges (Cont'd)****(5) Charges for DS-1 Service**

	Nonrecurring Charge
a. Service Establishment Charge	
Per DS-1 Service Channel <sup>1</sup> , Each	\$632.50
b. Service Change Charge	
Per DS-1 Service Channel <sup>1</sup>	
I. For Inside Moves, each	\$385.00
II. Per Transfers of Responsibility, each	\$385.00
c. Premises Visit Charge	
Per Digital Local Channel or for an Inside Move <sup>2</sup>	
Per Visit	\$40.70

<sup>1</sup> Refer to Section 6.1.2.A.7 of this Tariff for Description of DS-1 Service channels.

<sup>2</sup> This charge is applicable to additional stations subsequently installed in a building.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.1 DS-1 Service (Cont'd)****6.1.4 Contract Rates – Special Pricing Arrangements (ICB)**

- (A) In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into, and become part of, said contract, and shall be binding on Carrier and Customers. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Company will provide notice to the Commission for all Special Pricing Arrangements, including ICB.
- (B) In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.1 DS-1 Service (Cont'd)**

**6.1.4 Mileage Measurements**

(A) When station locations of a private line service are located in different wire center serving areas, interoffice channel charges apply. Charges are based on the direct airline mileage distance measured between the serving wire centers. Mileage is determined in accordance with the following:

- (1) Obtain the "V" and "H" coordinates for each wire center as listed in the National Exchange Carrier Association Tariff F.C.C. No. 4.
- (2) Obtain the difference between the "V" coordinates of the two wire centers. Obtain the difference between the "H" coordinates. (The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- (3) Square each difference obtained in 2. preceding.
- (4) Add the squares of the "V" difference and the "H" difference obtained in 3. preceding.
- (5) Divided the sum of the squares obtained in 4. preceding by 10.
- (6) Obtain the square root of the result obtained in 5. preceding. This is the rate distance in miles. (Fractional miles being considered as full miles.)

EXAMPLE: The rate difference is required between City One and City Two.

	<u>V</u>	<u>H</u>
City One	7260	2083
City Two	7364	1865
Difference	104	218
Squared	10,816 +	47,524 = 58,340
	58,340 divided by 10 = 5834	
	Square root of 5834 - 76.38 = 77 Airline Miles	

(B) For the purpose of applying multipoint charges, the bridging or hubbing locations are determined by that combination of airline distances connecting the service wire center which will produce the lowest interoffice mileage charges. Bridging charges apply when there or more channels connect at the same location.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2 DS-1/DS-3 Channel Service****6.2.1 General**

- (A) DS-1/DS-2 Channel Service is an intraLATA fiber optic based, digital service which provides channelization capability for the Customer in the Company's central office. DS-1/DS-3 Channel Service is provided in packages based on systems with DS3 (44.736 Mbps) and DS-1 (1.544 Mbps). It will provide local channels and/or interoffice channels for exchange network access. Foreign Exchange, 1.544 Mbps, and 44.736 Mbps data rates.
- (B) Channelization is provided by DS-1/DS-3 Channel Service Option 1 and 2 Systems and D type channel banks which are offered in various system capacities. DS-1/DS-3 Channel Service Option 1 and 2 Systems furnish fiber optic transport from the central office to a Customer's premises featuring digital 1.544 Mbps (DS1) and/or 44.736 Mbps (DS3) channels as appropriate. The Customer may channelize all or part of a DS-1/DS-3 Channel Service package to activate data facilities for interconnection with the exchange network and data facilities for private line channels, as well as other DS-1/DS-3 Channel Services. The Customer may also choose not to channelize all or part of a DS-1/DS-3 Channel Service package allowing direct connection to other DS3 or DS1 services as provided in this Tariff.
- (C) This service is available within a LATA where appropriate digital facilities can be made available as determined by the Company. Service inquiries will be necessary to determine availability interval.
- (D) All DS-1/DS-3 Channel Services in a Customer's package must be channelized in a single equipment location on a Customer's premises, i.e., a package cannot be split between premises, or multiple locations within a premises. Standard network interfaces will be provided by the Company for analog and digital services consistent with existing practices for single channel services.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.1 General (Cont'd)**

- (E) Individual channels within a DS-1/DS-3 Channel Service package may be connected with service offered in other sections of this Tariff and the General Subscriber Service Tariff as appropriate. The regulations, rates and charges in this Tariff are applicable for the DS-1/DS-3 Channel Service component of the Customer's end-to-end service. Single channel service components (non-DS-1/DS-3 Service links) are subject to the regulations, rates and charges in their respective tariff sections.
- (F) The Customer may activate any number or combination of channels within a DS-1/DS-3 Channel Service package within the limitations set forth in Section 6.2.1.G following. Channels may be activated coincident with installation or at any time subsequent to basic system installation. Once activated, a channel is subject to a minimum service period in accordance with the contract period. Features (channels) activated under month-to-month rates will have a minimum service period of one month.
- (G) Additionally, there are some necessary restrictions in total system capacities where certain types of channel services are channelized. The Company will notify the Customer when a system's capacity is affected.
- (H) When the Company provides Customer premises DS-1/DS-3 Channel Service channelization down to a DS1 data rate level it is not necessary for the Customer to provide Channel Service Units (CSU) for associated 1.544 Mbps channels.
- (I) The termination of channelization equipment will be in a single equipment location on a Customer's premises. The Customer must provide suitable floor space, controlled environment, and a source of non-switched 120-volt, 60 HzAC power to support this service. Emergency backup power capability is also available at extra charge on an individual case basis.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.2 DS-1/DS-3 Channel Service (Cont'd)**

**6.2.1 General (Cont'd)**

(J) Channelization of DS3 (electrical) data rates on a Customer's premises may also be provided by the Customer. Joint provisioning of channelized services introduces joint responsibilities between the Customer and the Company.

(1) Responsibilities of the Company

- a. The Company will endeavor to activate its portion of joint service in a timely manner on the negotiated date to support installation requirements.
- b. The Company will provide the Customer with information regarding the type and the manufacturer of central office (CO) channelization equipment to be used in each application.
- c. The Company will limit its selection of central office equipment to avoid operational and administrative difficulties associated with a multi-vendor central office environment.
- d. The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.
- e. The Company will notify the Customer, generally a minimum of six months in advance, of any need to change its central office equipment to allow the Customer sufficient time to respond, make any necessary changes, and schedule cooperative testing for cutover if required.
- f. Digital synchronization timing for DS-1/DS-3 Channel Services will be provided by the Company.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.2 DS-1/DS-3 Channel Service (Cont'd)**

**6.2.1 General (Cont'd)**

(J) Cont'd

(2) Responsibilities of the Customer

- a. The Customer must be prepared to activate his portion of joint service in a timely manner on the negotiated date, providing testing equipment and personnel to support installation requirements, as may be necessary.
- b. The Customer will be responsible for selecting his own equipment. Customer equipment must be compatible with the Company provided channelization at the central office.
- c. The Customer must provide suitable power for his own equipment. Simplex powering will not be provided by the Company for a Customer's channel service units due to the serving arrangements associated with fiber optic facilities.

(3) Trouble Resolutions

The Company will assist the Customer in resolving any installation or day to day channel service problems. However, the Company does not assume responsibility for the compatibility or suitability of the Customer's equipment. Dispatches to Customer premises caused by Customer equipment troubles will result in Trouble Location Charges to the Customer.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.1 General (Cont'd)**

- (K) Channelized DS1 service is available only with D4 channel bank equipment or compatible equipment.
- (L) Emerging technology, such as low bit rate voice multiplexing techniques may permit additional quantities of individual channels to be channelized on a single DS1 signal. Equipment providing this capability does not generally assure compatibility between different manufacturers. Some equipment may not be suitable for data transmission or tandem network line application. Rates, charges and availability of this equipment will be negotiated with the Customer on an individual case basis.

**6.2.2 Application of Rates**

- (A) Monthly rates and charges as specified in Section 6.2.4 following apply for each DS-1/DS-3 Channel Service according to the number of voice grade equivalent channel services capacity in each package. These rates apply per package regardless of the number of circuit equivalents within each package that are actually activated by the Customer at a point in time.
- (B) Exchange network access is provided for channels within each DS-1/DS-3 Channel Service package at the monthly recurring rates as specified in Section 6.2.4 following and apply for each channel within a package that is activated.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.2 Application of Rates (Cont'd)**

- (C) Rates and Charges specified in other tariff sections for services are in addition to the monthly rate for DS-1/DS-3 Channel Services. Also, the rates and charges for other services that may be interconnected or extended beyond the basic DS-1/DS-3 Channel Service, such as off-premises stations, tie lines, private lines, etc., are in addition to the rates specified in this Tariff for those portions of the channel services necessary to provide end-to end service. Rates for single DS1/1.544 Mbps channels used to extend DS-1/DS-3 Channel Services when used as part of the same communications system, will be as otherwise specified in Section 6 of this Tariff.
- (D) DS-1/DS-3 Channel Service Option 1 or 2 Systems are available under contract only for variable rate periods except as modified below. Contract rate increases are subject to the stipulations of F. following. All elements of a contract will expire at the same time (be coterminous).
- (1) DS-1/DS-3 Channel Service Option 1 or 2 Systems are available only under contract as specified preceding.
  - (2) Channelized DS1/1.544 Mbps channels and Sub-DS1 Feature Activations are available under contract or on a month-to-month basis as the Customer's option.
  - (3) Individual exchange network access and private line channel services that are connected to DS-1/DS-3 Channel Service are not offered under DS-1/DS-3 Channel Service master contract provisions. They are subject to their standard tariff provisions as appropriate.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.2 Application of Rates (Cont'd)**

- (E) DS-1/DS-3 Channel Service rates under contract will not be increased by Company initiative until the contract period expires. Those monthly rates for DS-1/DS-3 Channel Service Option 1 or 2 System, Channelization Capacity, facility mileage, and Feature Activation in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the Customer's payment period option, the Customer may select a new payment period option at current contract rates or revert to current rates on a month-to-month basis.
- (F) A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rates for the DS-1 or DS-3 Channel Service Option 1 or 2 service System, Channelization Capacity, facility mileage, and Feature Activation which are provided under contract, and are subject to the exemptions of F.1. and 2. following.
  - (1) No Termination Liability Charge will be applicable for the DS-1/DS-3 Channel Service Option 1 or 2 System or Channelization Capacity when the Customer renegotiates a new contract for the same system at the same location(s) for a period of time greater than the time remaining on the existing contract.
  - (2) The Termination Liability Charge basis for Feature Activation (central office specific channel services plug-in equipment) will be 50 percent of the total monthly rate for the activated features (specific channel units) under contract which are being disconnected. All features activated under contract are coterminous with the basic system with which they are associated. Any features subscribed to on a month-to-month basis have a minimum service period of one month and no associated Termination Liability Charge.
- (G) Transfer of service responsibility between Customers is permitted subject to payment of a Transfer Charge as specified in Section 6.2.4.C.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.3 Digital Architecture and Definitions****(A) Digital Architecture**

- (1) DS-1/DS-3 Channel Services differ in provisioning method and numbering format from single channel services. These services will be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future.

Many DS-1/DS-3 Channel Service channels will be available on a digital basis at the network interface on a Customer's premises. Both the Company and the Customer have joint responsibilities to ensure the proper transmission of the provided services. Normal analog channel network interface specifications will be superseded by the electrical specifications of the 1.544 Mbps (DS1) channel which is actually terminated. Each DS0 channel provided will have identity only as a "time slot" within a DS1 channel. Compatible digital to analog conversion equipment must be provided by the Customer to derive the desired analog services. Any Channel Service Units (CSUs) necessary for digital services are the responsibility of the Customer.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.3 Digital Architecture and Definitions (Cont'd)****(A) Digital Architecture (Cont'd)**

- (2) The following cross-reference is intended as a guide to digital terms which are used in this section.

Transmission Data Rate	Equivalent Quantity of DS1 Ch.	Equivalent Quantity Of DS3 Ch.
1.544 Mbps	1	--
44.736 Mbps	28	1
90.524 Mbps	56	2
135.264 Mbps	84	3
274.176 Mbps	168	6

**(B) Definitions**Channel Service Unit (CSU)

This denotes network channel terminating equipment provided by the Customer to terminate digital channel facilities on a Customer's or user's premises.

DS-0

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 kbps transmission data rate signal

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.3 Digital Architecture and Definitions (Cont'd)****(B) Definitions (Cont'd)**DS-1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment.

DS-3

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 44.736 Mbps transmission data rate, and provides for two-way simultaneous transmission of randomized Non-Return-to-Zero (NRZ) signals with a B3ZS format

DS-1/DS-3 Channel Service Option 1

This service provides extended service capability of DS3 data rates to the Customer, or multiplexed DS1 channels based upon configurations desired. The total capacity to be provided is a single 44.736 Mbps transmission rte. This offering is intended to be a flexible, link connectable transport service for large Customers with the capability of connecting with individual exchange and private line services, DS-1 Service, and/or other DS-1/DS-3 Channel Services.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2 DS-1/DS-3 Channel Service (Cont'd)****6.2.3 Digital Architecture and Definitions (Cont'd)****(B) Definitions (Cont'd)**DS-1/DS-3 Channel Service Option 2

This service provides extended service capability of multiples of DS3 data rates to the Customer. Essentially, it provides three times the potential capacity of DS-1/DS-3 Channel Service Option 1. The associated channelization equipment will permit combinations of DS3 and DS1 services in a flexible building block structure. This service will also permit different levels of automatic protection switching capability dependent on Customer desires. This offering is intended to be a very flexible, link connectable transport service for the very large Customer. It has the capability of connecting with individual exchange and private line services, DS-1 Service and/or other DS-1/DS-3 Channel Services.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.2 DS-1/DS-3 Channel Service (Cont'd)**

**6.2.4 Rates and Charges<sup>1</sup>**

**(A) Basic DS-1/DS-3 Channel Service**

**(1) DS-1/DS-3 Channel Service Option 1 System (One DS3 Capacity)**

- a. Includes photonic common equipment and first one-half mile of local channel fiber optic facilities. Additional specific interface equipment is required in the central office (CO) and Customer premises, as contained in (2) and (3) following. Mileage charges are as contained in B. following. Channelization for individual analog and digital services is contained in C. and D. following.

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
I. DS-1/DS-3 Channel Service Option 1 Basic System <sup>2</sup>					
Per System	\$3,300.00	\$3,080.00	\$2,530.00	\$2,420.00	\$2,310.00

<sup>1</sup> Contract lengths are now flexible to allow Customer choice of payment period.

<sup>2</sup> Month-to-month rates are only available at the end of a contract rate period.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.2 DS-1/DS-3 Channel Service (Cont'd)**

**6.2.4 Rates and Charges (Cont'd)**

**(A) Basic DS-1/DS-3 Channel Service (Cont'd)**

**(1) DS-1/DS-3 Channel Service Option 1 System (One DS3 Capacity)  
 (Cont'd)**

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
II. Electrical Interface Equipment – Central Office					
i. Per DS3 <sup>1</sup>	\$605.00	\$94.60	\$72.60	\$72.60	\$72.60
ii. Per DS1 <sup>2</sup>	\$165.00	\$15.40	\$11.00	\$11.00	\$11.00
iii. DS1 Automatic protection switching <sup>3</sup>	\$55.00	\$39.60	\$35.20	\$35.20	\$35.20

<sup>1</sup> DS3 capability is provided where the Customer does not desire channelization to DS1 or DS0 channel levels. This interface should not be provided where DS1 and DS0 level signals are provided at that system's termination point. However, if a DS3 signal is extended from the DS-1/DS-3 Channel Service Option 1 System serving central office to a remote central office, a DS3/DS1 multiplexer may be ordered at the remote CO by a Customer to derive DS1 channel levels at rates contained in 2. following.

<sup>2</sup> DS1 capability is only available in groups of 4 DS1s. When existing DS1 capacity is exhausted, the Customer must request additional DS1 service in groups of 4 DS1 channels.

<sup>3</sup> This feature may not be available with lines utilizing the Clear Channel Capability line.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.2 DS-1/DS-3 Channel Service (Cont'd)**

**6.2.4 Rates and Charges (Cont'd)**

**(A) Basic DS-1/DS-3 Channel Service (Cont'd)**

(1) DS-1/DS-3 Channel Service Option 1 System (One DS3 Capacity)  
 (Cont'd)

a. (cont'd)

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
III. Electrical Interface Equipment – Customer Premises					
i. Per DS3	\$605.00	\$107.80	\$82.50	\$82.50	\$82.50
ii. Per DS1 <sup>1</sup>	\$275.00	\$18.70	\$14.30	\$14.30	\$14.30
iii. DS1 Automatic protection switching <sup>2</sup>	\$55.00	\$44.00	\$39.60	\$39.60	\$39.60

<sup>1</sup> DS1 Capability is only available in groups of 4 DS1s. When existing DS1 capacity is exhausted, the Customer must request additional DS1 service in groups of 4 DS1 channels. Each DS1 can transport 24 DS0 channels.

<sup>2</sup> This feature may not be available with lines utilizing Clear Channel Capability.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.2 DS-1/DS-3 Channel Service (Cont'd)**

**6.2.4 Rates and Charges (Cont'd)**

**(A) Basic DS-1/DS-3 Channel Service (Cont'd)**

**(2) DS-1/DS-3 Service Option 2 System (Three DS3 Capacity)**

- a. Includes photonic common equipment and first one-half air mile of local channel fiber optic facilities. Additional specific interface equipment is required, as contained in (I)(ii) following. Where channelization is desired to provide DS1 and DS0 channels then a DS3/DS1 multiplexer must also be utilized in the central office and/or at a Customer's premises as contained in (II) and (III) following. Mileage charges are as contained in B. following. Channelization for individual analog and digital services is contained in C. and D. following.

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
I. DS-1/DS-3 Channel Service Option 2 Basic System <sup>1</sup>					
i. Per System	\$3300.00	\$4070.00	\$3410.00	\$3300.00	\$3190.00
ii. Per DS3 Electrical Interface <sup>2</sup>	\$1210.00	\$116.00	\$88.00	\$88.00	\$8800
iii. Per DS3 Automatic Protection Switching	\$220.00	\$85.80	\$71.50	\$71.50	\$71.50

<sup>1</sup> Month-to-month rates are only available at the end of a contract rate period.

<sup>2</sup> This includes both CO and Customer premises equipment. Each DS-1/DS-3 Channel Service Option 2 System can support a maximum of three DS3 signals.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.2 DS-1/DS-3 Channel Service (Cont'd)**

**6.2.4 Rates and Charges (Cont'd)**

**(A) Basic DS-1/DS-3 Channel Service (Cont'd)**

**(2) DS-1/DS-3 Channel Service Option 2 System (Three DS3 Capacity)  
 (Cont'd)**

**a. (Cont'd)**

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
<b>II. DS3/DS1 Multiplexers – Central Office</b>					
i. Per DS3/DS1 Multiplexer <sup>1,2</sup>	\$550.00	\$814.00	\$671.00	\$638.00	\$627.00
ii. Per DS1 Electrical Interface <sup>3</sup>	\$165.00	\$15.40	\$11.00	\$11.00	\$11.00
iii. DS1 Automatic Protection Switching <sup>4</sup> (one per DS3/DS1 multiplexer)	\$55.00	\$39.60	\$35.20	\$35.20	\$35.20

<sup>1</sup> This DS3/DS1 multiplexer is suitable for use separately with interoffice channel links as appropriate.  
<sup>2</sup> Each DS3/DS1 multiplexer requires DS1 electrical interface equipment and can accommodate a maximum of 28 DS1 signals. Automatic protection switching of a DS3 electronic signal is included with the multiplexer.  
<sup>3</sup> DS1 capability is only available in groups of 4 DS1s. When existing DS1 capacity is exhausted, the Customer must request additional DS1 service in groups of 4 DS1 channels. Each DS1 can transport 24 DS0 channels.  
<sup>4</sup> This feature may not be available with lines utilizing the Clear Channel Capability.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.2 DS-1/DS-3 Channel Service (Cont'd)**

**6.2.4 Rates and Charges (Cont'd)**

**(A) Basic DS-1/DS-3 Channel Service (Cont'd)**

**(2) DS-1/DS-3 Channel Service Option 2 System (Three DS3 Capacity)  
 (Cont'd)**

**a. (Cont'd)**

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
III. DS3/DS1 Multiplexers – Customer Premises					
i. Per DS3/DS1 Multiplexer <sup>1</sup>	\$550.00	\$792.00	\$660.00	\$638.00	\$627.00
ii. Per DS1 Electrical Interface <sup>2</sup>	\$275.00	\$18.70	\$14.30	\$14.30	\$14.30
iii. DS1 Automatic protection switching <sup>3</sup> (one per DS3/DS1 multiplexer)	\$55.00	\$44.00	\$39.60	\$39.60	\$39.60

<sup>1</sup> Each DS3/DS1 multiplexer requires DS1 electrical interface equipment and can accommodate a maximum of 28 DS1 signals. Automatic protection switching of a DS3 electronic signal is included with the multiplexer.

<sup>2</sup> DS1 capability is only available in groups of 4 DS1s. When existing DS1 capacity is exhausted, the Customer must request additional DS1 service in groups of 4 DS1 channels. Each DS1 can transport 24 DS0 channels.

<sup>3</sup> This feature may not be available with lines utilizing the Clear Channel Capability.

**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.2 DS-1/DS-3 Channel Service (Cont'd)**

**6.2.4 Rates and Charges (Cont'd)**

**(B) Mileage Charges**

	Nonrecurring Charge	Month-to-Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(1) Local Channels (for DS-1/DS-3 Channel Service Option 1 and 2)					
a. First one-half mile (included in System Charge)	----	-----	-----	-----	-----
b. Each additional one-half mile	----	\$396.00	\$330.00	\$319.00	\$308.00
(2) Interoffice Channels <sup>1</sup> (Automatic protection switching of DS3 data rates is assured in interoffice facilities)					
a. Per DS3, first mile	\$715.00	\$1870.00	\$1595.00	\$1540.00	\$1485.00
b. Per DS3, each additional mile	----	\$385.00	\$330.00	\$308.00	\$286.00

<sup>1</sup> Month-to-month rates are only available at the end of a contract rate period.

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**SECTION 6 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

**6.2 DS-1/DS-3 Channel Service (Cont'd)**

**62.4 Rates and Charges (Cont'd)**

(C) Transfer Charges

	<u>Nonrecurring Charge</u>
(I) <u>Transfer Between Customers</u> Per Transfer	\$321.20
(D) <u>Switching Arrangements, Multipoint/multistation Bridging and Data Conditioning Rates</u>	

Rates and charges are those that would be applicable to single channel services.

(E) Route Diversity

Customer rates and charges for physical route diversity will be negotiated on an individual case basis.