

VOICE SERVICE

CABLE ONE VOIP LLC D/B/A SPARKLIGHT

RULES AND REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO THE PROVISION OF VOICE SERVICES IN THE STATE OF NEBRASKA

This Tariff contains the descriptions, regulations, and rates applicable to the provision of voice service provided by Cable One VoIP LLC d/b/a Sparklight with principal offices at 210 E. Earll Drive, Phoenix, Arizona 85012 for services furnished within certain geographic areas of 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.

Issued: May 25, 2021

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ISSUED BY: Assistant General Counsel
Cable One VoIP LLC d/b/a Sparklight
210 E. Earll Drive, Phoenix, Arizona 85012

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CHECK SHEET

Pages of this Tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

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SECTION 1 – APPLICATION OF TARIFF

1.1 Explanation of Symbols

- (C) - To signify a change in text or regulation
- (D) - To signify a decrease in rates
- (I) - To signify an increase in rates
- (M) - To signify text moved from another location
- (N) - To signify a new rate or regulation
- (O) - To signify an omission
- (R) - To signify a reduced rate
- (T) - To signify a temporary rate and/or surcharge

1.2 Applicability of Tariff

This Tariff contains the terms and conditions applicable to the voice service (hereinafter the “Service”) offered by Cable One VoIP LLC d/b/a Sparklight (the “Company”) in the geographic areas of the State of Nebraska in which the Company has been designated an Eligible Telecommunications Carrier (“ETC”).

This Tariff contains regulations, terms, conditions and charges applicable to the provision of voice service within Nebraska. This Tariff incorporates by reference the full Terms and Conditions available at www.sparklight.com. In the event of a conflict between this Tariff and the Terms and Conditions, the provisions of the Terms and Conditions prevail.

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SECTION 2 – RULES AND REGULATIONS**2.1 Applicability**

The Service is available to customers within the geographic areas in Nebraska for which the Company has been designated as an ETC. Lifeline Service is available to qualified low-income residential customers with a principal place of residence within the geographic areas in Nebraska for which the Company has been designated as an ETC. The Company's provision of Service to customers in Nebraska also is subject to the Terms and Conditions set forth on the Company's website, www.sparklight.com.

Lifeline is non-transferable, only eligible consumers may enroll in the Lifeline program, and the Lifeline program is limited to one discount per household. A household is a group of people who live together and share money (even if they are not related to each other).

2.2 Availability of Service

The Service is subject to the availability on a continuing basis of all necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from third-parties to furnish the Service from time to time as required at the sole discretion of the Company.

2.3 Service Charges

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 the charges applicable to the Service, a month is considered to have 30 days. When a Service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the Service is used or not.

2.4 Lifeline Voice Service**2.4.1 General**

Lifeline Service is funded by the federal Universal Service Fund Lifeline program and administered by the Universal Service Administrative Company in accordance with rules and regulations established by the Federal Communications Commission ("FCC") and the Nebraska Public Service Commission. In Nebraska, Lifeline service also is known as the Nebraska Telephone Assistance Program ("NTAP"). Lifeline assistance increases the availability and options of service to low-income customers in Nebraska by providing a discount off the Company's standard rates.

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

2.4 Lifeline Voice Service (Cont'd.)**2.4.2 Lifeline Eligibility Requirements**

In order to qualify for enrollment in the Lifeline program, customers must meet certain eligibility requirements. These requirements are based on a person's participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the U.S. Government. Federal law limits the availability of the Lifeline benefits. Federal law permits only one Lifeline benefit per household (which is defined as any individual or group of individuals who live together at the same address and share income and expenses). Based on information provided by the National Verifier and National Lifeline Accountability Database ("NLAD"), the Company will determine at its sole discretion whether or not an individual meets the eligibility requirements to receive Lifeline.

A. Income Eligibility

Customers who have a total household income at or below 135 percent of the Federal Poverty Guidelines in effect for a certain calendar year may be eligible for Lifeline benefits.

B. Program Eligibility

Customers (or members of the customer's household) who are participants in one or more of the following low-income assistance programs may be eligible for Lifeline benefits:

- Supplemental Nutrition Assistance Program (SNAP) (formerly known as Food Stamps)
- Medical Assistance (Medicaid)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (Section 8)
- Veterans Pension and Survivors Benefit

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

2.4 Lifeline Voice Service (Cont'd.)**2.4.2 Lifeline Eligibility Requirements (Cont'd.)****C. Tribal Eligibility**

A customer may be eligible to receive Lifeline assistance if the customer (or a member of the customer's household) is a current participant in one or more of the following programs:

- Bureau of Indian Affairs General Assistance
- Head Start (only households meeting the income qualifying standard)
- Tribally Temporary Assistance for Needy Families (Tribal TANF)
- Head Start (those meeting income qualifying standards)
- Food Distribution Program on Indian Reservations

While some customers may qualify for Lifeline based on participation in a Tribal program, the Company will not serve any customers in Nebraska that reside on Tribal lands. All customers must certify during the enrollment process that they do not live on Tribal lands.

2.4.3 Application Process

Any customer seeking Lifeline Service must complete the required paperwork to verify eligibility for Lifeline Service.

To verify eligibility, a customer can: (1) self-certify using the National Verifier website (www.CheckLifeline.org); (2) bring all qualifying paperwork to a Company local office so a Company customer service representative can use the National Verifier website to certify and enroll the customer; (3) complete a paper application and mail it to the Lifeline Support Center; or (4) complete a paper application and bring it to a Company local office so a Company customer service representative can mail it to the Lifeline Support Center. A paper application is available at: <https://www.lifelinesupport.org/how-to-get-lifeline/>.

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

2.4 Lifeline Voice Service (Cont'd.)

2.4.4 Deactivation Policy

Lifeline customers will receive Lifeline Service for three hundred and sixty-five (365) days upon enrollment and activation in the Lifeline program and another three hundred and sixty-five (365) days following each successful annual re-certification for continued program eligibility in the Lifeline program.

If a customer fails to complete its annual re-certification, the customer will be de-enrolled from the Lifeline program in accordance with FCC rules.

2.5 Limitations of Service

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration, or limitations imposed by third-parties, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the network. The Company does not warrant or guarantee availability of the Company's network or the Service at any specific time or geographic location or that the Service will be provided without interruption.

Customers are not permitted to give away, resell or offer to resell Service or associated Company equipment provided by the Company. The Service and associated Company equipment shall not be used for any other purpose that is not allowed by FCC or Nebraska rules and regulations, state or federal law, this Tariff, or the Terms and Conditions posted at www.sparklight.com.

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

2.6 Equipment**2.6.1 EMTA Required to Access Service**

A customer must have an embedded multimedia terminal adapter (“EMTA”) to access the Service. The EMTA must be compatible with the Company’s network. The EMTA can be leased from the Company or purchased by the customer. The EMTA must be plugged into an external power source, such as an electrical wall outlet, to operate.

2.6.2 Substitution and Return of Equipment

At any time, the Company reserves the right to substitute and/or replace any Company equipment with other Company equipment of comparable quality. Equipment leased from the Company must be returned in the same condition as received. Returned equipment must include original packaging with all original kit components.

2.6.3 Incompatible Equipment and Services

The Service may not support or be compatible with: (i) certain non-voice communications equipment, including but not limited to alarm or home security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain “dial-up” modems; (ii) rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and traditional Caller ID units; (iii) dial around (10-10) calling; (iv) 976, 900, 700, or 500 number calling; (v) 211, 311, 511, or 811 calling; and (vi) other call types such shore-to-ship calling and outbound satellite calling.

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

2.6 Equipment (Cont'd).**2.6.4 Battery Backup**

In the event of an electrical power outage, the Service (including access to 911/E911 and any medical and security monitoring services that depend on it) may be unavailable if a battery backup is not installed, fails or is exhausted after several hours. The Company offers battery backup options for purchase by the customer as required under FCC rules. The inclusion of a battery backup does not ensure the Service will work in all circumstances. If the Service is interrupted as a result of network problems such as downed cables, fiber/cable cuts, or congestion, the Service will not function until the network is restored.

2.7 Right to Terminate Service

The Company can, without notice, limit, suspend, or end the Service and/or de-enroll a customer from the Lifeline program for any good cause, including, but not limited to: (a) violation of any of the Terms and Conditions, this Tariff, or federal and state law; (b) lying to the Company or attempting to defraud the Company; (c) allowing anyone to tamper with Company equipment; (d) threatening or committing violence against any Company employees or customer service representatives; (e) using vulgar and/or inappropriate language when interacting with Company representatives; (f) stealing from the Company; (g) harassing Company representatives; (h) interfering with Company operations; (i) engaging in abusive calling; or (j) using the Service in a way that adversely affects the Company's or a third-party's networks or the services available to other Company customers.

2.8 Disclaimer of Warranties

To the fullest extent permitted by law, the Service and equipment provided by the Company are provided on an "as is" and "with all faults" basis and without warranties of any type. The Company makes no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose or use concerning the Service or Company equipment. The Company cannot promise uninterrupted or error-free Service and does not authorize anyone to make any warranties on its behalf.

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

2.9 Limitation of Liability

2.9.1 Liability for Claim or Loss, Expense or Damage

The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for:

- A. Any interruption, delay, error, omission, or defect in any Service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any Service or facility provided by any other carrier, an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control;
- B. Any unlawful or unauthorized use of Company facilities or Service;
- C. 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 and/or Services;
- D. Breach in the privacy or security of communications transmitted over Company facilities;
- E. Any non-completion of calls due to network busy conditions; and
- F. Any other claim resulting from any act or omission of the customer or relating to the use of the Service or the Company's facilities.

2.9.2 Liability for Damages

The Company shall not be liable for any defacement of or damages to the premises of a customer or subscriber, resulting from the furnishing of Service, which is not the result of the Company's negligence.

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

2.9 Limitation of Liability (Cont'd.)**2.9.3 Liability for Interruption or Defect**

Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any Service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Tariff shall not exceed an amount equivalent to the pro-rata charge to the customer or subscriber for the period of Service or facility usage during which such interruption, delay, error, omission or defect occurs.

2.9.4 Billing Error

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

2.9.5 Limitations of 911/E911 Dialing

The Service includes 911/enhanced 911 functions ("911/E911") subject to the limitations set forth herein. The customer is required to convey these limitations to all persons who may use the Service.

- A. **Correct Address.** The customer must provide a correct address for 911/E911 calls to be properly directed to emergency services. The customer may not move the Service to a new location without prior approval of the Company. All changes in service address require prior Company approval. If the customer moves the Service to a new location, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, or the Service (including 911/E911) may fail altogether.

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

2.9 Limitation of Liability (Cont'd.)**2.9.5 Limitations of 911/E911 Dialing (Cont'd.)**

- B. Service Interruptions. Access to 911/E911 requires the Service to be active, connected to electrical power, and connected to the EMTA. The customer may lose access to and use of the Service, including 911/E911, if the Company's network or facilities are not operating, if electrical power to the EMTA is lost or interrupted and the EMTA does not have a battery backup, if the Internet connectivity to the customer's address is lost or disrupted, if the equipment or software used in connection with 911/E911 fails to function, if the Service has been suspended/disconnected, or if the customer attempts a 911/E911 call from a location that is different from the address provided by the Company. Due to technical factors in network design or due to network congestion there may be a possibility of a busy signal or abnormal wait times. Calls to 911/E911 may not be completed if there is a problem with network facilities, including network congestion, network or network equipment failure, fiber cuts or another technical problem.

2.10 Indemnification

The Company shall not be liable for, and shall be fully indemnified and held harmless by customer and subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this Tariff; or for any act or omission of the customer or subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

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

2.11 Payment Arrangements

2.11.1 Billing and Collection

The Service is purchased and provided on a monthly basis. Recurring charges, equipment charges, and fees will be billed monthly, in advance. The first monthly bill may include prorated charges from the date of first Service, as well as monthly recurring charges for the next month and any non-recurring charges. Charges shall be due and payable within thirty (30) days after the invoice date unless otherwise agreed to in advance.

2.11.2 Promotions

If Service is provided pursuant to a promotion, after the promotional period ends, regular charges for the Service will apply.

2.11.3 Lifeline Discount

If the customer no longer qualifies for Lifeline, the customer will no longer receive the Lifeline discount and will be subject to the Company's standard rates.

2.11.4 Late Payment

The Company may apply a late payment charge if any portion of the customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the "Due Before Date" in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date," with effect from the second month after the charges are first applied, and every month thereafter.

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

2.11 Payment Arrangements (Cont'd.)

2.11.5 Returned Check Charge

The customer will be assessed a maximum charge of thirty-five dollars (\$35.00) for each check submitted by the customer to the Company that a financial institution refuses to honor.

2.11.6. Billing Disputes

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 the Service for non-payment. The customer must submit a documented claim for the disputed amount. The customer shall 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 the Services. If the customer does not submit a claim as stated above, the customer waives all rights to filing a claim thereafter.

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 Nebraska Public Service Commission in accordance with the Commission's rules of procedure.

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

2.11 Payment Arrangements (Cont'd.)

2.11.6 Billing Disputes (Cont'd.)

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.

If the dispute is resolved in favor of the Company and the customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

2.11.7. Deposits

- A. The Company may require a customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of Service to the customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of the deposit which may be required of a customer for the purpose of establishing credit shall be the bill for two (2) months service. The amount of deposit may be adjusted at the request of the customer at any time when the character, purpose, or degree of the customer's use of the Service has materially changed, or when it is indicated that it will change. The Company may increase the deposit amount if increased usage or additional services warrants an increase.
- C. The making of a deposit shall not relieve any customer of the obligation to pay current bills when due.
- D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund, in accordance with Nebraska Public Service Commission requirements. No interest shall be paid on deposits held less than thirty (30) days.

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

2.11 Payment Arrangements (Cont'd.)**2.11.7. Deposits (Cont'd.)**

- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each customer making a deposit; the premises occupied by the customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the customer a receipt showing the deposit date, the name and billing address of the customer and the deposit amount.
- F. Upon discontinuance of the Service, or when a customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills furnished by the Company. A transfer of Service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the Service remains unchanged.
- G. For residential customers, deposits will be refunded after twelve (12) consecutive months of timely payment. For business customers, deposits will be refunded after thirty-six (36) consecutive months of timely payment.
- H. Guarantors may be accepted in lieu of deposits as permitted under Nebraska Public Service Commission rules.
- I. The Company may only require a deposit from a Lifeline customer in accordance with FCC rules.

2.11.8 Suspension or Termination of Service for Nonpayment

- A. The Company may terminate Service and require the return of its equipment for any customer that has not paid its invoice by the beginning of the subsequent billing cycle.

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2.11 Payment Arrangements (Cont'd.)

2.11.8 Suspension or Termination of Service for Nonpayment (Cont'd.)

- B. If the Company makes a collection or disconnect attempt at the customer's business or residence, the Company may be entitled to assess an additional charge for the home collection or disconnect effort.
- C. If the Customer does not pay its bill in full by the due date, or the Customer at any time fails, neglects or refuses to make timely payment for Services, the Company may electronically or physically disconnect or disable the Service. Such disconnection or disablement will only take place after late fees have already been applied.
- D. In the event the Customer seeks to reactivate a service that has been disconnected, the customer must pay all past due charges and all outstanding balances accrued through the date of such disconnection, plus a reconnection fee.
- E. The Company reserves the right to refuse an application for Service made by a present or former customer who is indebted to the Company for Service previously rendered until the debt is satisfied.

2.12 Allowances for Interruptions in Service

Interruptions in the Service that are not due to the negligence of, or noncompliance with the provisions of this Tariff or the Terms and Conditions by, the customer or the operation or malfunction of the facilities, power or equipment provided by the customer, will be credited to the customer for the part of the Service that the interruption affects.

2.12.1 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.

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

2.12 Allowances for Interruptions in Service (Cont'd.)

2.12.1 General (Cont'd.)

- 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 charges for visits by Company 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.

2.12.2 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 the Terms and Conditions or this Tariff 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;

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

2.12 Allowances for Interruptions in Service (Cont'd.)

2.12.2 Limitations of Allowances (Cont'd.)

- E. The Service will not be deemed to be interrupted if a customer continues to voluntarily make use of the Service;
- F. During any period when the customer has released the 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.

2.13 Acceptable Use of Service

The Service is provided subject to the Acceptable Use Policy on the Company's website, www.sparklight.com. A residential customer may only use the Service for personal and non-commercial purposes; however, the customer is permitted to use the Service to make business calls that are incidental to personal and non-commercial use of the Service. The customer may not use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in harm to the Company's network, fraud, or excessive usage inconsistent with normal calling patterns. If the Company determines, in its sole discretion, that the Service is being used for any of the aforementioned activities, the Company reserves the right (i) immediately and without notice to terminate or modify the Service and/or (ii) to assess additional charges for each month in which excessive usage occurred.

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Cable One VoIP LLC d/b/a Sparklight
210 E. Earll Drive, Phoenix, Arizona 85012

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VOICE SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D.)**2.14 Taxes, Fees, and Other Charges**

The customer will be subject to any and all applicable federal, state, and local taxes and fees (however designated) levied in connection with the sale, installation, use or provision of the Service, including, but not limited to: regulatory recovery fees for municipal, state and federal government fees or assessments imposed on the Company; permitted fees and cost recovery charges; or any fees for programs in which the Company participates, including, but not limited to, universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, access fees, FCC fees, right-of-way fees, and any fees or payment obligations imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use or provision of the Service. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. The customer will be responsible for paying any government imposed fees, taxes or other charges that become applicable retroactively.

2.15 Special Contract Arrangements

At the option of the Company, the Service may be offered on a contract basis to meet specialized pricing requirements of the customer not contemplated by this Tariff. The terms of each contract shall be mutually agreed upon by the customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Any special contract arrangements shall be available to all similarly situated customers.

2.16 Interpretation

This Tariff shall be interpreted and governed by the laws of the State of Nebraska regardless of its choice of laws provision.

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VOICE SERVICE

SECTION 3 – VOICE PLANS AND RATES

3.1 Application of the Lifeline Discount

The amount of the Lifeline discount varies based on the type of service purchased by the customer. Under current FCC rules, the Lifeline discount may be applied only to plans that meet the minimum service standards established by the FCC, which can be: (1) voice-only plans; (2) broadband-only plans; or (3) bundled plans of both voice and broadband. The customer's ability to continue to receive the Lifeline discount for voice-only service is subject to FCC rules.

3.2 Voice-Only Plans

The Company offers the following voice-only plans in Nebraska:

3.2.1 Economy Plan

The Economy Plan includes unlimited local calling, long distance calls within the continental U.S. for \$0.10 per minute, and 3 features (900 Call Block, Call Trace, and Dial Block). The rate for the Economy plan is \$20 per month. If a Lifeline customer subscribes to the Economy Plan, the Company will provide toll limitation service at no charge.

3.2.2 Standard Plan

The Standard Plan includes unlimited local calling and long distance calls within the continental U.S. and the following features: 900 Call Block, Call Trace, Dial Block, Call Waiting, Call Forwarding, 3-Way Calling, Call Return, Anonymous Call Rejection, Caller ID Block, Selective Call Acceptance, Selective Call Rejection, Selective Call Forward, and Speed Dial. The rate for the Standard Plan is \$50 per month.

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VOICE SERVICE

SECTION 3 – VOICE PLANS AND RATES (CONT'D.)

3.3 A La Carte Features

A customer may purchase individual features at the following rates:

Voice Mail	\$7 per month
Voice Mail to Email	\$7 per month
Voice Mail Prompts in Spanish	\$7 per month
Call Waiting	\$7 per month
Caller ID	\$7 per month

3.4 Broadband-Only Plans

Information regarding the Company's broadband Internet access service plans are set forth on the Company's website, www.sparklight.com. Only those broadband Internet access service plans meeting the FCC's minimum service requirements will be eligible for the Lifeline discount.

3.5 Bundled Plans

Information regarding the Company's bundled plans are set forth on the Company's website, www.sparklight.com. The voice component of any bundled plan includes the Standard Plan set forth above. Only those bundled Internet access service plans meeting the FCC's minimum service requirements will be eligible for the Lifeline discount.

3.6 Equipment Leasing Rates

EMTA - \$10.50 per month (Internet and voice)

Modem - \$10.50 per month (Internet only)

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VOICE SERVICE

SECTION 4 – SERVICE AREA**4.1 Service Area**

The Service is available only in the following geographic areas of Nebraska. The Company will verify the customer's service address is located in one of the geographic areas set forth below prior to providing the Service.

<u>County</u>	<u>Census Block Group</u>
Dakota	310430101004
Madison	311199607003
Madison	311199608012
Madison	311199608022
Madison	311199609005

<u>Franchise Area</u>	<u>County</u>
Woodland Park	Stanton
Randolph	Cedar
Beemer	Cuming
Wisner	Cuming
West Point	Cuming
Tilden	Antelope
Tilden	Madison
Norfolk	Madison
Battle Creek	Madison
Madison	Madison
Eastern Heights	Madison
Pierce	Pierce
Hadar	Pierce
Stanton	Stanton
Pilger	Stanton
Hoskins	Wayne
Randolph	Wayne
Sioux City	Dakota
Dakota	Dakota

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