

REGULATIONS RATES AND SCHEDULE
OF CHARGES APPLICABLE TO
MESSAGE TELECOMMUNICATIONS SERVICES
FURNISHED BY

DALTON TELECOMMUNICATIONS, LLC

BETWEEN POINTS
WITHIN THE STATE OF NEBRASKA
FOR INTRASTATE COMMUNICATIONS SERVICES
FOR INTRASTATE CUSTOMERS
AS PROVIDED FOR HEREIN.

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 at 413 Elliot Street, Dalton, Nebraska 69131.

Service is provided by means of wire, radio, terrestrial, or satellite facilities or any combination thereof, as specified herein.

Issued: November 17, 2021
Issued by:

David Shipley, General Manager
Dalton Telecommunications, LLC
Dalton, Nebraska

Effective: November 17, 2021

Received by NPSC
11/17/2021

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

CHECK SHEET

The title page and pages 1 through 21 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General**1.1 Application of Tariff**

1.1.A This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications Service, hereinafter referred to as "Service", by Dalton Telecommunications, LLC, hereafter referred to as the "Company", from its points of presence in the State of Nebraska to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.B The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.A Access Code

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

1.2.B Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.

1.2.C Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General (Cont'd)

1.2 Definitions (Cont'd)

1.2.E Commission

The Nebraska Public Service Commission.

1.2.F Common Carrier

A company or entity providing telecommunications services to the public.

1.2.G Company

Dalton Telecommunications, LLC, unless the context indicates otherwise.

1.2.H Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General (Cont'd)**1.2 Definitions (Cont'd)****1.2.J Customer Provided Equipment**

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.K Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.M Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

1.2.N Intrastate Message Telecommunications Service (MTS)

The term "Intrastate Message Telecommunications Service" denotes the furnishing of station-to-station direct dial intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence in the State of Nebraska to intrastate points as specified herein.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General (Cont'd)

1.2 Definitions (Cont'd)

1.2.O Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

1.2.P Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

1.2.Q Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.R Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

1. General (Cont'd)

1.2 Definitions (Cont'd)

1.2.S Service

The offerings by the Company to the Customer under this Tariff.

1.2.T Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

1.2.U Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services**2.1 Undertaking of the Company****2.1.A Scope**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Nebraska.

2.1.B Limitations

2.1.B.1 The services provided pursuant to this Tariff are offered subject to the availability of facilities and the other provisions of this Tariff.

2.1.B.2 The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.

2.1.B.3 The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

2.2 Obligations of the Customer

2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.

2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.

2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.

2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.

2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
- 2.2.J.1 Using the Service for any purpose which is in violation of any law.
- 2.2.J.2 Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
- 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
- 2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
- 2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- 2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

2.3 Liabilities of the Company

- 2.3.A Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
- 2.3.B The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- 2.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.4 Service Orders**

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.

2.5 Charges and Payments for Service or Facilities**2.5.A Deposits**

- 2.5.A.1 The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.
- 2.5.A.2 Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service.
- 2.5.A.3 Interest will be paid by the Company on all sums held on deposit. The interest will be accrued for the period during which the deposit is held by the Company.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.5 Charges and Payments for Service or Facilities (Cont'd)****2.5.A Deposits (Cont'd)**

2.5.A.4 The fact that a deposit is made does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a waiver or modification of the regulations of the Company providing for the discontinuance of Service for nonpayment of any sums due the Company for Service rendered.

2.5.A.5 Upon termination of Service, and assuming deposits of the Customer are not applied as indicated in Section 2.5.A.2, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.

2.5.B Description of Payment and Billing Periods

2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.

2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.

2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.5 Charges and Payments for Service or Facilities (Cont'd)****2.5.C Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges**

2.5.C.1 Sales tax is covered by state statute and other applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.

2.5.C.2 In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

2.5.D Payment and Late Payment Charge

2.5.D.1 Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

2.5.D.2 Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.D.3 Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

2.5.E Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a service charge of \$25.00. Such charge will be applicable on each occasion when a check is returned or not processed.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.5 Charges and Payments for Service or Facilities (Cont'd)****2.5.F Suspension or Termination for Nonpayment**

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend Service to the Customer.

2.5.G Credit Allowances/Service Interruptions

2.5.G.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.

2.5.G.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.

2.5.G.3 The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.

2.5.G.4 Only those portions of the Service or equipment operation disabled will be credited.

2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.5 Charges and Payments for Service or Facilities (Cont'd)****2.5.H Service Interruption Measurement**

2.5.H.1 In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

2.5.H.2 A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

2.6 Termination or Denial of Service by the Company

2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

2.6.A.1 In the event such Customer or its agent: (a) willfully damages the Company equipment, interferes with use of the Company's Service by other Customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services**3.1 Service Points**

3.1.A The Company provides originating Service from domestic points in the State of Nebraska to domestic points in the State of Nebraska.

3.1.B The Company provides terminating service from domestic points in the State of Nebraska to domestic points in the State of Nebraska.

3.2 Timing of Calls

3.2.A Unless otherwise indicated in this Tariff, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.

3.2.B The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.

3.2.C The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.

3.2.D There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.

3.2.E The time of day at the calling party rate center determines what Time-of-Day rate period applies.

3.3 Method of Applying Rates

3.3.A Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.

3.3.B Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.4 Dialed Intrastate Message Telecommunications Services

- 3.4.A Dialed Intrastate Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.
- 3.4.B Depending upon the service option chosen by the Customer, the charges for the use of such domestic intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
- 3.4.C All Customers shall be charged the rates identified in Section 4.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.5 Long Distance Plans

3.5.A Long Distance Plans are optional calling plans for direct-dialed intrastate toll calls. The Long Distance Plans offer a fixed number of minutes for a monthly recurring fee. A separate per-minute rate applies for minutes in excess of the Minutes Plan.

3.5.B Customers may choose from the following Long Distance Plans:

60 Long Distance Minutes
200 Long Distance Minutes
500 Long Distance Minutes

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

4. Rates for Intrastate Message Telecommunications Service4.1 Direct Dialed Long Distance

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of Nebraska.

Per Minute Rate	\$ 0.14
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4.2 Long Distance Minutes PlansRates4.2.A 60 Long Distance Minutes Plan

Monthly Rate	\$ 6.95
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Per Minute Rate, Minutes Over 60	\$ 0.14
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4.2.B 200 Long Distance Minutes Plan

Monthly Rate	\$ 21.95
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Per Minute Rate, Minutes Over 200	\$ 0.14
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4.2.C 500 Long Distance Minutes Plan

Monthly Rate	\$ 44.95
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Per Minute Rate, Minutes Over 500	\$ 0.14
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