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DILLER TELEPHONE COMPANY

Exchange and Network
Services Catalog

State of Nebraska | **Release 1**
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TERMS, CONDITIONS, RATES AND CHARGES

Applying to the provision of intrastate

EXHANGE AND NETWORK SERVICES

within the operating territory of

DILLER TELEPHONE COMPANY

in the State of

NEBRASKA

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NOTICE
THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.

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1.1 APPLICATION AND REFERENCE

1.1 APPLICATION OF CATALOG

This Catalog contains the regulations, terms, conditions, rates and charges applicable to intrastate exchange and network services and equipment furnished by Diller Telephone Company hereinafter referred to as the Company.

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1.4 CATALOG FORMAT

1.4.1 LOCATION OF MATERIAL

A. Section 1 provides the following for all of the sections in this Catalog.

- Subject Index - an alphabetical listing to find the desired section.
- Table of Contents - a numerical listing to find the desired section and page.

B. Each individual section in the Catalog provides a Subject Index for the material located within that section.

1.4.2 OUTLINE STRUCTURE

The Catalog uses nine levels of indentations known as Tariff Information Management (TIM) Codes, as outlined below:

LEVEL	APPLICATION	EXAMPLE
1	Section Heading	**1. APPLICATION AND REFERENCE**
2	Sub Heading	**1.4 CATALOG FORMAT**
3	Sub Heading	**1.4.1 LOCATION OF MATERIAL**
4	Sub Heading/Tariff Text	A. Text
5	SubHeading/Tariff Text	1. Text
6	Sub Heading/Tariff Text	a. Text
7	Sub Heading/Tariff Text	(1) Text
8	Sub Heading/Tariff Text	(a) Text
9	Footnotes	[1] Text

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1.4.3 RATE TABLES

Within rate tables, four types of entries are allowed:

- Rate Amount

  The rate amount indicates the dollar value associated with the service.

- A dash "-"

  The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator "[1]"

  The footnote designator indicates that further information is contained in a footnote.

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- ICB

  The acronym "ICB" indicates that the product/service is rated on an individual case basis.

1.4.4 USOC COLUMN

Within USOC columns, two types of entries are allowed:

- USOC

  The three- or five-character code for the product or service.

- N/A

  The "N/A" indicates that there is no applicable USOC.

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1.5 EXPLANATION OF CHANGE SYMBOLS

SYMBOL	EXPLANATION
(C)	To signify changed term or condition.
(D)	To signify discontinued material.
(I)	To signify rate increase.
(M)	To signify material moved from or to another part of the Catalog with no change, unless there is another change symbol present.
(N)	To signify new material.
(R)	To signify rate reduction.
(T)	To signify a change in text but no change in rate, term or condition.

1.6 EXPLANATION OF ABBREVIATIONS

ACD	–	Automatic Call Distributor
ACT	–	Automatic Call Transfer
AIOD	–	Automatic Identified Outward Dialing
ALI	–	Automatic Location Identification
ANI	–	Automatic Number Identification
AR	–	Alternate Routing
ARS	–	Automatic Route Selection
BNS	–	Bill Number Screening
CCSA	–	Common Control Switching Arrangement
CDAR	–	Customer Dialed Account Recording
CFBDA	–	Call Forwarding Busy Don't Answer

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CNCC	–	Customer Network Control Center
CO	–	Central Office
Cont'd	–	Continued
CPE	–	Customer Premises/Provided Equipment
dB	–	Decibel
DC	–	Direct Current
DID	–	Direct-Inward-Dialing
DMS	–	Data Management System
DR	–	Default Routing
DSS	–	Digital Switched Service
ENI	–	Extended Network Interface
ESN	–	Emergency Service Number
ESS	–	Electronic Switching System
FCC	–	Federal Communications Commission
FCO	–	Foreign Central Office
FX	–	Foreign Exchange
Hz	–	Hertz
IC	–	Interexchange Carrier
ICB	–	Individual Case Basis
kbps	–	Kilobits per Second
kHz	–	kilohertz
LATA	–	Local Access and Transport Area
mHz	–	megahertz
MSAG	–	Master Street Address Guide
MTS	–	Message Telecommunications Service
MWI	–	Message Waiting Indication
NAR	–	Network Access Register
NAS	–	Network Access Service
NPA	–	Numbering Plan Area
OCC	–	Other Common Carrier
PAL	–	Public Access Line
PBX	–	Private Branch Exchange
PDN	–	Primary Directory Number
PSAP	–	Public Safety Answering Point
RSP	–	Rate Stability Plan
SDN	–	Secondary Directory Number
SMDR	–	Station Message Detail Recording
SR	–	Selective Routing
SRA	–	Selective Routing Arrangement
TDD	–	Telecommunications Device for the Deaf
TDRS	–	Traffic Data Report Service
TSP	–	Telecommunications Service Priority
UCD	–	Uniform Call Distributor
USOC	–	Uniform Service Order Code
V & H	–	Vertical and Horizontal
VMS	–	Voice Messaging Service

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The General Terms and Conditions of Offering govern the provision of telephone service and facilities by the Company and apply in addition to any terms and conditions contained in this Catalog.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS

Accessories

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically or inductively connected to, the communications path of the telecommunications system.

Additional Telephone Set Line

Consists of wiring on a customer's premises to the jack or outlet of the Additional Telephone Set service location, other than the inside wiring associated with the jack or outlet for access line service.

Additional Telephone Set Service

Provides the capability for originating calls from or receiving calls at instruments provided at locations in addition to the location of the access line service.

Building

A structure occupied by one or more customers.

Campus

A group of two or more buildings or spaces located on a single owned continuous or contiguous property.

Conforming Answering Device

A customer-provided device which automatically answers incoming calls; transmits a prerecorded voice message or appropriate audible signal to the calling party; records a voice message from the calling party if so designed and arranged; and automatically disconnects from the line in a prearranged manner on completion of the last of the functions for which it was designed and arranged as described in this paragraph. The Conforming Answering Device may include remote interrogation and/or device function control.

Continuous Portions of a Building

The term "Continuous Portions of a Building" denotes spaces within a given building which are occupied by the customer and connected by doors, hallways, stairs or elevators and not separated by space occupied by others or used by the general public.

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Continuous Property

Continuous Property is defined as the land, including any buildings or buildings thereon, occupied by a customer that may be served without crossing a public street, right-of-way or the property of another. Noncontinuous property is treated as continuous if the customer furnishes a passageway which is suitable to the Company for the placing of wire facilities. Pipe and conduits are considered enclosed passageways.

Customer

The person, firm or corporation responsible for the payment of charges and compliance with the conditions of the Company.

Customer-Provided Terminal Equipment

Devices or apparatus and their associated wiring, provided by a customer, which do not constitute a communications system and which, when connected to the communications path of the telecommunications system, are so connected either electrically, acoustically or inductively.

Data Access Arrangement

A protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement, an arrangement to identify a central office line and protective facilities and procedures to determine compliance with criteria set forth in Group Use Exchange Service.

Demarcation Point

The point of interconnection between the Company's regulated telecommunications facilities and terminal equipment, protective apparatus or wiring at a premises.

Direct Electrical Connection

A physical connection of the electrical conductors in the communications path.

Entrance Facilities

Entrance Facilities are those facilities from the property line to the point at which the cable enters the premises and terminates at the protector.

Facilities

Central office equipment, supplemental equipment, apparatus, wiring, cables (outside plant feeder and distribution) and other materials and mechanisms necessary to or furnished in connection with telephone service.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

Inside Wire

Telephone wiring located on the building owner's/customer's side of the Demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wire is the responsibility of the customer or premises owner.

Interface

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

Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

Network Facilities

All Company facilities from the central office up to and including the Standard Network Interface at the Demarcation point.

Premises

A tract of land. This tract of land may have one or more building structures or individual space or units on its grounds. There may be individual space or units also within this building structure.

Protector

An electrical device located in a central office, a customer's premises or anywhere along the telephone facility path. This device protects both the Company's and the customer's property and facilities from high voltages and surges in current.

Standard Network Interface (SNI)

The SNI is a standard FCC registration protector or its equivalent which is provided, installed, owned and maintained by the Company at the customer's premises. The SNI is placed at the point on the customer's premises where all premises services are connected to the telecommunication's network via contractor or customer owned facilities/wire.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

Supporting Structure

Consisting of, but not limited to, pipes, poles, trenches, backboards, plenum spaces, etc.; as required for the physical placement, protection and support of telephone facilities. These structures are furnished, installed and maintained at the expense of the premises owner for use by the Company in terminating regulated facilities.

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.1 PROVISION OF SERVICE

A. Use of Service

1. Telephone service is furnished to customers for use only by customers, their family, guests, or persons residing with them as members of their household; persons leasing or subleasing their residence during their temporary absence from such premises, or by their employees or representatives when engaged in business; except as the use is extended to others under the established terms and conditions governing, semipublic message rate, semipublic telephone service, and except as the use of the service may be extended to joint users under the established terms and conditions governing joint user service. Additional telephone service may be installed at locations not on the customers' premises only when there is other telephone service at those locations adequate, in the opinion of the Company, to take care of exchange and toll requirements. Such service is installed subject to the transmission limitations of exchange circuits.

2. A customer shall not provide switched voice or data communications between local exchange areas, including the bridging of Extended Area Service (EAS) zones, using underlying services from this Catalog.

3. Application of Rates by Use of Service

   a. Service is classified as business service and business rates apply when any of the following conditions exist:

      (1) When the service is furnished at a location where a business, trade or practice is performed and where use of the location is not confined primarily to domestic activities.

         - Service for social clubs (e.g., Elks, VFW, Eagles, etc.) will be considered business service.

      (2) When the directory listing is to be a business listing.

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b. Service is classified as residence service and residence rates apply when the following two conditions exist:

(1) When the service is furnished at a location used primarily for domestic purposes; a residence location typically contains cooking and sleeping facilities.

- Residence service will be allowed for individual rooms at group homes, e.g., patient rooms at retirement homes, boarding houses, when service to the rooms is not provided through a reseller of local exchange service, if the listing is in an individual's name.

- Residence service will be allowed in church living quarters and the clergy person's private study if the listing is in an individual's name.

(2) When the directory listing is to be a residential listing. A residence service may not have a business directory listing.

c. A residence service may not be part of a hunting sequence that contains business lines.

d. Customers changing from business to residence service will be assigned a different telephone number. Referral of calls to the new residence telephone number assigned will not be provided.

e. Customers may choose to retain the same telephone number but must continue to pay business rates until the next telephone directory is issued by the Company's directory publishing company, in which their telephone number does not appear as a business listing.

f. When it is determined that a customer with residence service should be reclassified as business service under the above provisions, the Company will discontinue the service in the event such customer refuses to permit the service to be classified as business service and pay applicable business rates.

g. The prices for services, including any and all discounts to which the customer may be entitled will be offered and charged to customers independently from and regardless of the customer's purchase of any customer premises equipment or enhanced services from the Company.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

B. Change of Responsibility

1. When a person, firm, partnership, corporation, club, or association attempts to become a telephone customer either through taking over an existing service and the associated telephone number or numbers, or to obtain service by means of a specific previously used telephone number or numbers, or to have calls transformed from such previously used telephone number to an established service, all ongoing rates, charges, and contract obligations, shall be made known, in writing to the requesting customer. Assignment of the number or numbers, or transfer of call to the requesting customer, will be at the discretion of the Company and conditioned upon receipt of the requesting customer's written acceptance of responsibility of all such ongoing rates, charges, and contract obligations, except where such requirement is forbidden by law as in some cases of bankruptcy.

2. The customer is responsible for notifying the Company in advance of date the service is to be transferred. The previous customer will receive a closing final bill as of the date of the transfer. There must be no break in service.

3. If a new customer does not choose to use the old number, transfer of calls from the old to the new number will not be provided.

4. Change of responsibility applies for ongoing rates, charges and contractual obligations when a new customer takes over the account except as specified in 3.1.1.C.9., or when a customer regrades from residence to business service and requests a final bill.

	USOC	NONRECURRING CHARGE
• Charge for change of responsibility		
– Residence	430	$12.50
– Business	430	12.50

C. Deferments and Cancellations

When a Customer cancels or defers an order for service before the service is activated, a charge applies to allow the Company to recover the nonrecoverable costs of engineering, labor, material and equipment in case of cancellation, or sustain an investment beyond a reasonable period in case of deferral. Charges apply as follows:

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

1. Cancellations

   The charge is equal to the nonrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration and disposal, if any, to comply with cancellation. These costs include engineering, labor and nonrecoverable material and equipment expense, among others. The maximum amount charged shall not exceed the total of all nonrecurring minimum monthly and termination charges which would have applied had the service as ordered been established.

2. Deferment of Start of Service

   a. If the request for deferment is received by the Company prior to the date an order for the material is placed with its supplier - no charge shall apply.

   b. If the request for deferment is received by the Company subsequent to the date the order for the material was placed with its supplier:

      - For deferments of up to 90 days beyond the original agreed upon start service date - no charge shall apply.

      - For deferments extending beyond 90 days, a monthly recurring charge based upon costs incurred prior to the request for deferment applies. The monthly charge equals the deferred investment times the monthly prime interest rate plus recurring costs resulting directly from deferral, such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering and labor, or transportation, shall be billed in total. Billing shall start the beginning of the fourth month of deferment and extend to the start of service. Charges shall not exceed the monthly rate which would have applied had the service been established.

2.2.2 OBLIGATION TO FURNISH SERVICE

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

2.2.3 LIMITED COMMUNICATION

The Company reserves the right to limit the length of conversation when necessary in times of emergency resulting in a shortage of facilities.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

2.2.4 ASSIGNING AND CHANGING OF TELEPHONE NUMBERS

A. Telephone Number Assignment

The Company does not undertake to continue the furnishing of service to a customer in any exchange area through any particular central office in that area and may exchange the telephone number of the central office designation whenever it deems it desirable in the conduct of its business.

The procedure for determining customer telephone numbers for assignment is based on internal number management and availability. Numbers will be reviewed for previous owners and length of time left unassigned. The Company has assigned thousands groups to be used for certain facets of customer uses.

	NONRECURRING CHARGE
• Per Request	NA

B. Telephone Number Change

Telephone number changes may be made at the request of a customer provided there are no technically infeasible limitations. Allowance of number changes are left solely to the discretion of the Telephone Company. New numbers will be chosen in the manner stated in the preceding subsection.

	NONRECURRING CHARGE
• Per Request	$12.50

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

2.2.5 TERMINATION OF SERVICE-COMPANY INITIATED

A. Termination or Refusal of Service

1. The Company may either temporarily deny service or terminate the service upon:

   - Nonpayment of Local or Long Distance nonrecurring charges.
   - Use of foul or profane language.
   - Impersonation of another with fraudulent intent.
   - The abuse of fraudulent use of service or facilities to transmit a message or to locate a person or otherwise to give or obtain information without payment of a message toll charge.
   - Abandonment of the service.
   - Use of service in such a way as to interfere with the service of other customers.
   - Use of service for unlawful purposes.
   - Any other violation of the Company's terms and conditions.

2. The Company may disconnect, without advance notice:

   a. Any telephone service which is used in such a manner as to interfere with the service of other telephone users.

   b. Any facilities used for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.

   c. Any telephone service used by a customer in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to such customer or the telephone of any designated customer at or about the same time, resulting in preventing, obstructing or delaying the telephone service of others.

   d. Any telephone service that is used for any purpose other than as a means of communication.

   e. Following the disconnection of service for any of these reasons, the Company will immediately notify the telephone customer thereof.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

3. When the general telephone service to the public is impaired by a customer's use of exchange telephone service, the Company shall have the right to require the customer to contract for and properly operate as many additional telephone lines as are needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

4. Tampering with Equipment

   The Company may refuse to furnish or may deny telephone service to any person, firm or corporation on whose premises is located any telephone equipment which shows any evidence of tampering, manipulating or operation, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.

5. Use of Service for Unlawful Purposes

   The service is furnished subject to the condition it will not be used for an unlawful purpose. Service will be discontinued, upon five days written notice, if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law. If the Company receives other evidence giving reasonable cause to believe that such service is being or will be used, it will upon five days notice, deny the service or refer the matter to the appropriate law enforcement agency.

   a. Fraud

      Nebraska law prohibits the fraudulent use of a credit card or telephone billing number to obtain or attempt to obtain telephone service for the purpose of avoiding charges. The maximum penalty for violation is imprisonment for not less than one nor more than ten years.

   b. Annoyance Calls

      Intentional annoyance of another by telephone is prohibited by law. The maximum penalty for violation is a fine of $100 or 90 days imprisonment or both.

B. Full Toll Denial

When a customer fails to pay outstanding charges billed by the Company for interexchange carriers (e.g., 0+, 1+, 0-, 101XXXX), all service may be denied (Full Toll Denial). Where Company facilities do not permit Full Toll Denial, the Company may deny all service.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

C. Restoration of Service

1. If the service furnished a customer is temporarily suspended for nonpayment of charges due or for any other violation of the regulations of the Company, such service is restored only upon payment of a restoration of service charge in addition to charges due for service and facilities.

2. In cases where the service has been completely disconnected from a customer's premises because of discontinuance of service for nonpayment of charges due or for any other violation of the terms and conditions of the Company, service is reestablished only upon payment of Restoration of Service Charges. Such charges are in addition to any charges due for services and facilities furnished up to the date of suspension of service.

	USOC	NONRECURRING CHARGE
• Each Restoration of Service, per account		
– Residence	427	$ 20.00
– Business	427	20.00

2.2.6 TEMPORARY SUSPENSION OF SERVICE-CUSTOMER INITIATED

A. General

Any class of exchange service may be temporarily suspended, at the request of the customer, as provided hereinafter. Service that is subject to an Initial Service Period in excess of one month may not be suspended prior to the expiration of such Initial Service Period.

B. Terms and Conditions

1. Main Station Service

a. Complete temporary suspension of service is available to customers for any class of business, residence or rural individual

b. The suspension rate will not be applicable until after the service has been in effect at full rate for a least one month.

c. If the service suspended is restored to normal usage within 15 days, the full service rate applies for the period of suspension.

d. At the option of the Company, a "vacation period" will be allowed for a period of 180 days. No charges will be assessed during the 180 days, but the restoration of service rate will apply. If the service is to remain suspended for more than 180 days then the Company may opt to charge the full reconnect fee or revert to the charges described in e., f., and g below.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

e. If the service is suspended for a period of 180 days or longer, the reduction in charges for one or more central office lines terminating at the same location and associated supplemental service is equal to 50% of the regular exchange charge for each item of service and facilities for the period so suspended.

f. If the computed rate includes a fractional part of a cent, the rate to be charged is obtained by raising or lowering the computed rate to the nearest cent. If the fractional part is one-half of a cent, the next higher cent is to be applied.

g. Full service rate for one month must be applied between periods of suspension.

C. Charges

Upon request to restore service, the following nonrecurring charges apply.

	USOC	NONRECURRING CHARGE
• Per request		
– Residence	426	$12.50
– Business	426	12.50

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

2.2.7 SPECIAL ARRANGEMENTS

A. The rates and charges applying to telephone service and to any facilities associated therewith, contemplate standard arrangements. Special arrangements are furnished only at the customer's request. In the event that special arrangements are provided, the charges will be determined from the estimated cost of providing such arrangement.

B. Estimated cost consists of an estimate of the following items to the extent that they are applicable:

- Cost of maintenance.
- Cost of operation.
- Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- Administration, taxes, and uncollectible revenue on the basis of reasonable average charges for these items.
- Any other specific items of expense associated with the particular situation.
- A reasonable amount, computed on the estimated cost installed of any facilities provided, for return and contingencies.

C. Estimated cost installed as mentioned in B., above, includes cost of materials specifically provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way, and any other items which are chargeable to the capital accounts.

2.2.8 TERMINATION OF SERVICE

A. Initial Service Periods

1. The initial service period for service and facilities is one month, except as otherwise specified.

2. Initial service periods for service or facilities of any class will be greater than those specified herein whenever that is required in order for the Company to protect itself from making a hazardous investment because the customers location or the character of the service required is such that upon termination of the customer's contract the facilities which have been constructed or installed to render the service are not likely to be useful for furnishing service to any other customer.

3. Initial service periods may be less than those specified herein whenever the Company, at its discretion, deems it appropriate other than for Basic Local Exchange Services.

4. Service for which the initial service period is one month may be terminated prior to the expiration of such period only by payment of charges for the entire initial period. The charges for any supplemental item of service or facilities furnished in connection with such service shall, however, be terminated in accordance with the conditions applicable to that item of service or facilities.

2. GENERAL TERMS AND CONDITIONS OF OFFERING

5. No charge is made for discontinuing any or all of the service or facilities furnished a customer, provided the initial service period for the service or facilities to be discontinued has expired and that any minimum charges for items of service or facilities have been paid in full.

B. Termination Liability/Waiver Policy

Services provided via service agreements may be subject to the Termination Liability/Waiver Policy. This policy applies only to services that specifically reference this Termination Liability/Waiver Policy in their respective section of this Catalog.

1. Definitions

Minimum Billing Level

When services are provided under a service agreement, a Minimum Billing Level will be established for use in calculating discontinuance charges. The Minimum Billing Level is 100% of the total monthly rates for the service provided under the customer's service agreement, unless otherwise specified.

Minimum Service Period

When services are provided under a service agreement, a Minimum Service Period may be established. This would be the period of time that the 100% factor of the Termination Liability Charge would apply.

2. Complete Disconnect

If the customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply, unless the customer satisfies the conditions specified in the Waiver Policy. The termination charge is 100% of the Minimum Service Period, if applicable, and 15% of the Minimum Billing Level for the remaining term of the agreement.

- For example, if the customer discontinues service after 17 months of a 3-year (36 month) agreement, the termination charge will be the Minimum Billing Level for the service multiplied by 15%, multiplied by 19 months.
- If the customer discontinues service after 6 months of a 3-year (36 month) agreement, with a 1-year (12 months) Minimum Service Period, the Termination Charge will be 100% of the Minimum Billing Level for the remaining 6 months of the Minimum Service Period plus 15% of the Minimum Billing Level multiplied by 24 months.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

3. Partial Disconnect

If the customer discontinues a portion of their service, and that causes the customer's monthly billing level to fall below the Minimum Billing Level of the agreement, a termination charge will apply to the portion of the service agreement that is below the Minimum Billing Level.

4. Waiver Policy

A termination charge will be waived when the customer discontinues their contracted service(s), provided all of the following conditions are met:

- The customer signs a new service agreement for any other Company provided service(s);
- Both the existing and the new service(s) are provided solely by the Company;
- The order to discontinue the existing service(s) and the order to establish the new service(s) are received by the Company at the same time;
- The new service(s) installation must be completed within 30 calendar days of the disconnection of the old service(s), unless the installation delay is caused by the Company;
- The total value of the new service agreement(s), excluding any special construction charges and any other nonrecurring charges, is equal to or greater than 115% of the remaining value of the existing agreement(s);
- A new minimum service period goes into effect when the new service agreement term begins;
- The customer agrees to pay any previously billed, but unpaid recurring, and any outstanding nonrecurring charges. These charges cannot he included as part of the new service agreement;
- All applicable nonrecurring charges will be assessed for the new contracted service(s).

2.3 PAYMENT FOR SERVICE

2.3.1 CUSTOMER RESPONSIBILITY

The customer is responsible for payment of all charges for facilities and services furnished at the customer's request, including charges for long distance services originated, or charges accepted, at such facilities. Bills are due when rendered and are payable at any business office of the Company, or at any other location designated by the Company. Failure to receive a bill does not exempt the customer from prompt payment of the account.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

2.3.2 PAYMENT OF BILLS

A. Rendering of Payment

1. Late Payment Charge

a. A charge, at a rate not to exceed rates established by law, applies to unpaid amounts of $15.01 or more. The charge on the unpaid amount of the account will be computed from the date of billing unless the account is fully paid within 60 days from that date. The date of billing shall mean the date the customer's bill is prepared by the Company. The 60 day period may be extended or changed by an agreement in writing.

b. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.

c. The late payment charge does not apply to final bills, one-time miscellaneous bills, bills rendered or mailed late, or first month bills for a telephone number change.

d. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill shall be subject to the late payment charge.

2. Returned Check Charge

An administrative charge is applicable to the customer's account for each occasion that a check, bank draft, or an electronic funds transfer item is returned to the Company for the reason of insufficient funds or no account

	USOC	CHARGE
• Returned Check Charge	425	$25.00

2.3.3 ADVANCE PAYMENTS

A. Except as hereinafter provided, applicants for telephone service are required to pay in advance, at the time the application is made, any nonrecurring charges or installation charges applicable, and to pay the charges for one billing period for exchange service and facilities ordered.

B. Where charges for construction apply, such charges are collected in advance if circumstances made that advisable in order to safeguard the Company's revenue. In such cases, and in cases where installation and/or nonrecurring charges are based on the cost of labor and material required, any advance payments are estimated and any adjustments which may be necessary are made when the work is completed.

C. Advance payments are not required for service furnished customers whose financial responsibility is a matter of general knowledge. This also applies to Federal, State, County and Municipal governments.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

2.3.4 DEPOSITS

A. Deposit Requirements

1. Applicants for service unable to establish a satisfactory credit rating with the Company or existing customers whose credit rating has become impaired will be required to make a suitable cash deposit to be held as security for the payment of bills for telephone service.

2. The amount of such deposit shall not exceed the amount of charges for telephone service which it is estimated will accrue for a period of two months.

3. When service is terminated, any balance of the amount deposited remaining after deduction of all sums due the Company will be returned to the customer, or the deposit may be returned at anytime previous thereto at the option of the Company.

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B. Interest on Deposits

Interest at the rate of 7% per annum, will be paid on all deposits.

C. Deposit Alternatives

A Deposit Alternative may be available to residential service applicants. Residential customers may choose to subscribe to an individual exchange access line for local calling in lieu of a deposit for a full service arrangement. The access line is equipped with Toll Restriction and Billed Number Screening.

2.4 LIMITATIONS OF LIABILITY

2.4.1 LIMITATIONS

A. The services furnished by the Company, in addition to the limitations set forth herein, are subject to the following limitations: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs).

B. The Company's liability, if any, for its willful misconduct is not limited by this Catalog. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Catalog as an allowance for interruptions.

2. GENERAL TERMS AND CONDITIONS OF OFFERING

C. Defacement of Premises

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's facilities on such premises, or from the installation or removal thereof, when such defacement of damage is not the result of the negligence of the Company.

D. Transmission of Messages

The function of the Company is to furnish means of communication between telephone stations. Acceptance, by employees, of written or verbal communications from the public, for transmission or delivery, is forbidden.

E. Outgoing and Incoming Service Privileges

The Catalogs of the Company govern and fix the outgoing service of a customer and in no manner guarantee the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

2.5 RESPONSIBILITIES OF PARTIES

2.5.1 COMPANY RESPONSIBILITY

A. Maintenance and Repair

Except under conditions involving their outright sale, facilities furnished by the Company on the premises of a customer, authorized user or agent of the Company, are the property of the Company. They are provided upon the condition that such facilities must be installed, relocated, rearranged, tested, inspected and maintained by the Company, and that the Company's employees and agents may enter said premises at any reasonable hour for such purposes and to make collection from coin-box telephones or, upon termination or cancellation of the service, to remove such facilities.

B. Performance of Work on Customers' Premises

1. It is contemplated that all work on customers' premises can be performed during regular working hours. If a customer requests that work be performed during hours which results in overtime or premium rates of pay, a charge may apply in addition to other rates and charges which may be applicable, equal to the amount of overtime or premium time payments.

2. It is also contemplated that all installation, removals, service connections, moves and changes requested by a customer be performed without the Company incurring unusual costs. If a customer requests that work be performed in a special manner or at a special time which results in unusual costs, a charge equal to the amount of unusual costs may apply in addition to other applicable rates and charges.

   All ordinary expense of maintenance and repair, unless otherwise specified in the Company's Catalogs or in the contract for the use of the facilities will be borne by the Company.

   a. The telephone facilities furnished shall be carefully used and cared for by the customer and shall be surrendered to the Company upon termination of the customer's right of use, in as good a condition as when received, ordinary wear and tear excepted.

   b. In case of damage to, or destruction of, any of the said facilities, due to negligence or willful act of the customer, the customer shall pay either the cost of replacing the facility or the cost of restoring the facility to its original condition.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

2.5.2 CUSTOMER RESPONSIBILITY

A. Transmission of Messages

The customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright arising from the use of material transmitted over its facilities, or infringement of patents arising from combining with or using in connection with, facilities of the Company, apparatus or systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

B. Protection of Equipment and Facilities

Customers shall protect the facilities of the Company used to render the service to them and located upon their premises and grounds against other users and uses of their property. When, in the judgment of the Company, such other users or uses would impair any Company service or constitute a hazard to Company property or to the safety of its employees, special precautions may be required.

C. Lost and Damaged Equipment

Customers of the Company will be responsible for loss of or willful damages to, facilities provided by the Company for use by customers on their premises.

D. Building Space and Electric Power Supply

Suitable commercial power, power wiring and outlets, housing, heat, light and ventilation and conduit as required for the operation of telephone facilities furnished for the use of customers in or on their premises and grounds shall be provided, i.e., furnished, installed and maintained by and at the expense of the customer.

2.5.3 COMMUNICATIONS SYSTEMS AND PREMISES WIRE

A. Connections of Equipment, Communications Systems and Premises Wire

No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in the Company's Catalogs. In case any such unauthorized attachment or connection is made, the Company will have the right to remove or disconnect the same; or suspend the service during the continuance of said attachment or connection; or to terminate the service.

B. Broadcast of Recorded Telephone Conversations

Recorded telephone conversations may be broadcast either during or following the period of recording, provided that in the interest of protecting the privacy of telephone service the recording is made in accordance with the conditions set forth in the Catalogs of the Company governing the recording of telephone conversation.

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2. GENERAL TERMS AND CONDITIONS OF OFFERING

2.6 SPECIAL TAXES, FEES AND CHARGES

A. When any municipality, other political subdivision, local agency of government or wireless service provider collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or per minute access fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the exchange customers receiving or originating service within the territorial limits of such municipality, other political subdivision, local agency of government or wireless service provider.

B. Communication Impaired Surcharge

Nebraska law requires that a surcharge be collected on each telephone access line in Nebraska. The surcharge will be remitted to the Nebraska Public Service Commission to establish and administer a fund for a statewide Dual Relay System to be used for eligible communication impaired persons.

This surcharge will be collected on the first one-hundred (100) telephone access lines per customer, and will appear on a customer's local telephone bill.

	USOC	MONTHLY RATE
• Surcharge per access line	601	**

** Rates are set by the Nebraska Public Service Commission. The company will charge the rates set by the Commission. These rates are on file at the Commission.

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3. SERVICE CHARGES

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3. SERVICE CHARGES

3.1 MISCELLANEOUS NONRECURRING CHARGES

3.1.1 NONRECURRING CHARGES

A. Description

A nonrecurring charge is a one-time charge made under certain conditions to connect, move and change telephone service.

Nonrecurring charges, where applicable, are specified with services as stated in each section of this Catalog unless otherwise specified or included in this section.

B. Definitions

Amending Customer Request

A subsequent request to change the order, providing the changes can be accomplished without issuance of new work orders, and all work ordered can still be completed at the same time.

Change

When telephone service is changed at the customer's request. Such changes include, but are not limited to, the following:

- Change in class, grade or type of service.

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Class of Service

Residence, business, or coin telephone service.

Complex Service

For the purpose of applying Premises Work Charges, this is any telephone system which is served through common equipment.

Customer Request

The contact (call visit or correspondence) during which the customer provides sufficient information to effect service order work.

Firm Bid

A firm price, in writing for a stated purpose, good for a limited period of time. Firm bids accepted by customers will be billed at the stated price, regardless of the actual cost incurred by the installation forces.

3. SERVICE CHARGES

Grade of Service

1-party or rural service and flat rate or measured lines.

Installation Charge

A charge designed to recover nonrecurring costs associated with the installation of services.

Move

A relocation of telephone service within a customer's premises.

Network Interface

The point of connection with the Telecommunication Network which is located inside the customer's premises at a place deemed necessary by the Company in order to insure transmission quality and which is readily accessible to the customer.

Noncomplex Service

For the purpose of applying Premises Work Charges, this is any telephone system not requiring common equipment.

Premises Work Charge

For all customer requested work performed by the Company on the customer's premises. Premises Work Charges do not apply to:

- Establish or reestablish network access.
- Installation of wire and appropriate jack/protector on the network side of the Network Interface.

Product Charge

A charge designed to recover additional nonrecurring costs for services not covered by Premises Work Charges.

Service

An arrangement of telephone facilities located on a customer's premises, separate and independent from an arrangement at other premises.

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3. SERVICE CHARGES

C. Terms and Conditions

2. Nonrecurring charges apply to customer-initiated requests to establish telephone service except as specified in this or in other sections of this Catalog.

   a. Charges to establish business main and additional service (including semipublic), residence main and additional service trunks, and lines, consist of:

      - Nonrecurring charges for appropriate class of service.
      - Premises Work Charges where applicable.

   b. For installation of miscellaneous services subject to an installation or product charge the following charges apply:

      - Nonrecurring charges for appropriate class of service.
      - Premises Work Charges where applicable.

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3. Nonrecurring charges apply for customer-initiated requests to move telephone service on the same premises. Charges for moves of trunks, business (including semipublic) and residence service consist of:

   - Nonrecurring charges for appropriate class of service.
   - Premises Work Charges where applicable.

   For moves of other services subject to an installation or product charge, apply:

   - The appropriate nonrecurring charge.
   - Any appropriate Premises Work Charges.
   - The installation or product charge or specifically described move charge shown in other sections of this Catalog.

4. Nonrecurring charges apply for customer-initiated requests for changes. Nonrecurring charges apply as follows unless specifically excepted in other sections of this Catalog:

   - Apply nonrecurring charges for appropriate class of service.
   - Apply Premises Work Charges where applicable.

5. Nonrecurring charges apply separately to each unit of service moved or changed, except where the applicable charge is the actual cost of all moves, changes or rearrangements made at one time.

3. SERVICE CHARGES

6. If work involves both business and residence items of service, the appropriate class of service nonrecurring charge applies for each.

7. One nonrecurring charge applies per customer request to suspend and restore service.

8. "Amending Customer Requests" are not subject to additional nonrecurring charges.

9. One nonrecurring charge applies for the service located at a premises. No additional nonrecurring charge applies for off-premises or secondary locations.

10. Conditions Under Which Nonrecurring Charges Do Not Apply

    a. Nonrecurring charges do not apply for Company initiated work:

        (1) Public telephone service.

        (2) Telephone service located on a customer's premises but used exclusively by the Company for maintenance or training activities.

        (3) To move or change customer's telephone service, up to and including the Network Interface or its equivalent, if required or initiated by the Company.

        (4) Disconnection of service for nonpayment of charges due. The charge applicable for restoral of service is specified in 2.2.5.

        (5) To eliminate flat rate abuse.

    b. Nonrecurring charges do not apply for the following customer-initiated requests providing work is limited to that specified below:

        (1) Complete termination of service.

        (2) The "From" portion of work involved in a transfer of service from one to another premises.

        (3) Work done on the central office line to change from flat rate service to another grade of service.

        (4) The reestablishment of network service following destruction of a customer's premises or a portion thereof resulting from explosion, fire, flood, storm, accident, or the action of a public enemy. In such cases, and when possible, service up to and including the Network Interface will be reestablished at one location without nonrecurring charges or installation charges. At the customers option, the reestablished service may be at the immediately occupied location or a subsequently occupied location.

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3. SERVICE CHARGES

(5) Disconnection and/or removal of the following items of service, providing no other work subject to nonrecurring charges is involved:

- Main or additional telephone lines.
- Directory listings and directory services.

(6) Establishing, changing, or discontinuing arrangements for:

- Tele-Check Plan
- Mail Bill Address Arrangements
- Other Special Billing Arrangements

(7) Cancellation of orders except as specified in Section 2.

(8) Changing to a telephone compatible with aids used by the hearing handicapped from a telephone which cannot be made compatible by changes in component parts.

(9) Changing responsibility, provided that service and billing is continuous and no final bill is issued.

(10) Changes in Custom Calling Services provided on individual line service, or changes to or from Rotary or hunting, or Hunting to Hunting.

D. Rates and Charges

A Service Connection Charge is a charge associated with connecting or moving residence exchange access lines and features or services (where appropriate) which are added and/or changes concurrent with the access line activity.

	USOC	SERVICE CONNECTION CHARGE
• Per Service Order	430	$12.50

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3. SERVICE CHARGES

3.1.2 DUAL SERVICE

A. Description

Dual Service provides exchange access line service with the same telephone number simultaneously to two different addresses served from the same wire center. Dual Service is designed to provide the customer continuous service at both locations during the time of a move.

B. Terms and Conditions

1. Dual Service is available to those services that are not specially designed or engineered.

2. Dual Service is furnished only in central offices where adequate and suitable facilities are available.

3. Dual Service is available for a maximum of 30 days.

4. Dual Service is available on orders for a transfer of service within the same wire center where no telephone number change is involved.

Rates and Charges

11. This service is subject to the terms and conditions, rates and charges applicable to other exchange services and is in addition to basic rates and charges for the service with which it is associated.

12. In addition to the nonrecurring charges listed below, the customer will be charged the appropriate portion of the monthly rates for services provided at both locations during the period of Dual Service.

	USOC	NONRECURRING CHARGE
• Residence, per line	429	$12.50
• Business, per line or trunk	429	12.50

Monthly recurring charges are as following :

	USOC	Monthly Charge
. Separate locations	229	$4.20

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3. SERVICE CHARGES

3.1.3 TRANSFER OF SERVICES

A. Description

Transfer of services consists of relocating a customers telephone service to another premises within the same exchange boundaries.

B. Terms and Conditions

Aspects such as billing party, listing type and name, and all other facets of the service must remain consistent with the existing service. Any and all other changes will be treated separately and charges assessed as necessary.

	USOC	NONRECURRING CHARGE
• Per Request	429	$12.50

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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

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4.1 GENERAL

A. Description

All rates and charges quoted in Section 5 of this Catalog and in other sections of this Catalog provide for the furnishing of associated channel equipment or facilities where plant facilities are available or when the construction of the necessary facilities does not involve unusual costs. Likewise the rates and charges quoted in this Catalog contemplate the use of associated channel equipment and wiring of standard type and finish.

Under certain conditions, in other sections of this Catalog, construction charges are made to cover all or a portion of the unusual costs involved in the establishment of service, in addition to the rate for the class of service furnished, and any nonrecurring charges, mileage charges, or other charges that may apply. Also, where special arrangements or assemblies of associated channel equipment or wiring are desired, special charges are made as indicated. No charges will be assessed for any new facility for initial service whereas such is prohibited by effective RUS contracts with the Company.

B. Terms and Conditions

1. If the customer desires, he may furnish labor or material, or both, as part or whole payment for construction charges for pole or wire construction outside of base rate areas of exchanges, provided the labor and material furnished are in conformity with the Company's specifications.

2. When attachments are made to poles of other companies in lieu of providing pole line construction for which the customer regularly would be charged, the cost to the Company for such attachments must be borne by the customer.

3. "Cost", as used in this section, is to be interpreted to mean the cost of labor and material, plus the same proportion of the Company's general operating and supervisory expenses as is applied in the Company's accounts.

4. Except as otherwise provided, all construction is owned and maintained by the Company.

5. If, to serve a customer, it is necessary to use right-of-way on private property, the customer is required to provide, or pay the cost of providing the necessary right-of-way without expense to the Company. Provision and cost of right-of-way is, however, assumed by the Company whenever it is evident that the construction for which the right-of-way is obtained will be required as a part of the properly designed telephone distribution system used for serving customers in the area in which the right-of-way is obtained or beyond such area. If service can be provided by means of construction on a public highway without unusual cost, but the Company elects to provide construction on private property, the cost of obtaining necessary right-of-way in connection with such private property construction is not charged to the customer or customers so served.

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

6. If a special type of construction is desired by a customer, as when aerial drop wires are desired in places where underground service connections would ordinarily be used to reach customers' premises, or if the unusual requirements of a customer make the cost of an installation higher than it would be if the usual type of construction were used, the customer is required to bear the difference in cost between the special type of construction and the average cost of the usual type of construction.

7. Ordinarily business buildings such as office buildings, stores, and factories are equipped with suitable conduit, wire wells or pipes in which to run the wiring and cabling for providing telephone service to customers occupying such buildings. Where buildings are not so equipped, the customer is required to bear such of the costs involved in installing the interior wiring or cabling necessary to provide the service desired as are in excess of what they would be if the buildings were so equipped. Likewise, where, in providing service in residences, the cost of providing the inside wiring desired is excessive, as may be the case where it is necessary to run wires through walls of masonry, the customer is required to bear the excessive costs involved.

4.2 UNUSUAL INSTALLATIONS

4.2.1 EXTENSIONS FOR NEW REAL ESTATE ADDITIONS

A. Facility Charges for New Areas of Land Development

1. A facility charge (refundable in accordance with 4., following) is payable by the Developer when the Company undertakes the provision of feeder and distribution facilities for exchange service to an area of six or more lots being developed under a definite plan.

2. When facility charges apply, the estimated cost of the facilities requested is payable in full by the Developer prior to the start of any facility placement by the Company.

   The Company will not incur expenses prior to receiving payment or payments from the Developer equal to the amount of the estimated expenditures.

   The facility charge will be adjusted to actual cost upon completion of the construction; at that time, an additional charge or refund will be rendered to the Developer.

3. The term "Cost," as used in this section of the Catalog means the cost of equipment, material, labor, engineering, supervision, transportation, rights-of-way and other items chargeable to the capital accounts and where related, (1) the cost of moving, rearranging or removing equipment or materials, with an appropriate allowance for any salvage value of recovered items and (2) the cost of maintenance and taxes plus an appropriate amount for depreciation, overheads, post tax income, contribution and contingencies.

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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4. The Company and the Developer will enter into a written facilities provision agreement covering a time period not to exceed five years for provision of the requested facilities. The agreement will include the following:

   a. A description of the development.

   b. The number of lots within the development during the contract period.

   c. A description of the telephone facilities determined by the Company to be provided for the estimated telephone demand during the contract period.

   d. The amount of the estimated facility charge.

   e. A provision for an annual refund without interest to be made each year in the anniversary month of the agreement. The refund will be determined as follows:

      (1) The facility charge set forth in 2., preceding, will be prorated on actual cost to each of the lots specified in the agreement between the Developer and the Company.

      (2) On each anniversary date of the agreement, the annual net increase of completed structures on lots will be determined.

      (3) The annual refund will be an amount equal to the multiple of the prorated amount provided in (1), above, and the net annual completed structures in the development. After the initial refund, subsequent refunds shall be given only for those completed structures on lots in excess of the number at the end of the preceding period in which a refund was given.

      (4) Refund will not be made for lots in excess of the total number specified in the agreement.

5. At the end of the contract period, any balance not refunded pursuant to 4.e., preceding, becomes the property of the Company and is nonrefundable.

6. At the option of the developer, $200.00 for each lot in the development may be paid on a nonrefundable basis in lieu of the above.

7. Where the Developer makes no arrangements for facilities to and within a development, a prorated facility charge will apply to individual applicants, on a nonrefundable basis, when they apply for telephone service within the development. The Company reserves the right to determine when facility charges for new areas of land development will apply.

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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

8. At the option of the Developer, no facility charges need to be paid by the Developer prior to the start of any facility placement by the Company if the Developer enters into a written agreement with the Company that includes the following provisions:

   a. A description of the development.

   b. The number of lots within the development.

   c. A provision that the Developer shall cause a declaration of covenants pertaining to each and every lot in the development to be filed with the register of deeds in the county where the development is located which contains a notice of charge for telecommunications facilities furnished to that development. Such notice shall state that should construction not be commenced on any lot covered by the declaration within five years from the date the Company files a document with the register of deeds giving notice that installation of the feeder and distribution facilities for that development has been completed, then each such unimproved lot shall be subject to a facility charge payable to the Company or its successors in the amount of $450.00. Such facility charge shall be due and owing immediately upon the expiration of the five year period, and if such charge is not paid within 60 days after the sending of written notice by the Company or its successors to the owner of an unimproved lot that such charge is due, then said charge will begin drawing interest commencing upon the expiration of the 60-day period at the rate of 12% per annum or the maximum rate allowed by law if said maximum is less than 12% per annum at that time.

      Such facility charge shall be void and nonassessable in the event construction shall have commenced on at least 90% of the lots covered by such declaration of covenants within five years from the date the Company filed its documents with the register of deeds giving notice that the facilities had been installed.

   d. A provision that if 90% of the lots in the development are not improved within five years from the date the feeder and distribution facilities are installed in the development, then the owner at that time of any unimproved lot shall owe the Company $450.00 for each lot that is unimproved in payment for the Company's unused facilities. A lot shall be considered unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the city or other appropriate governmental body.

9. When the nature of a development is such that additional central office facilities must be provided specifically to serve the development, additional charges may apply to the Developer based on the nonrecoverable, nonreusable costs involved and be included in a contractual agreement.

10. The Company will use its best effort to assure the availability of central office facilities consistent with its obligations to provide exchange service.

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4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.2.2 CUT CABLE BILLING POLICY

A. Any individual, company or organization found to either intentionally or accidentally damage or sever a Company owned cable can be held financially responsible under the laws of the state of Nebraska. The following will be reviewed in all cases:

1. Type of cable
2. Size of cable in copper pairs or fiber count
3. Amount of time required to repair the cable including driving time to and from the site.
4. Number of Company personnel required.
5. Length of time customers have no service.
6. Time of repair with consideration given for regular, weekend, holiday, or after business hours, and
7. Any other overhead expenses such as machinery required, etc.

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5. EXCHANGE SERVICES – WHEN AVAILABLE

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5. EXCHANGE SERVICES – WHEN AVAILABLE

5.1 LOCAL EXCHANGE SERVICE

5.1.1 FLAT RATE SERVICE

A. Description

Flat Rate Service is an exchange service for which a specified rate is charged regardless of the amount of usage.

B. Rates and Charges

Nonrecurring charges apply for connecting or moving telephone service. The listed monthly rates apply effective April 1, 2012. Pay Stations and Public Schools will be charged Business rates. Churches and governmental entities will be charged Residential rates.

	USOC	MONTHLY RATE
• Business 09/01/02	105	$27.50
• Residence 04/01/12	101	$19.95

[1] See 3.1.1.D. for nonrecurring charge application.

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5. EXCHANGE SERVICES – WHEN AVAILABLE

5.1.2 LOCAL EXCHANGE OPTIONS

A. Hunting Service

1. Description

Hunting Services are optional arrangements available to customers with two or more line services at the same location, same system. Where facilities permit, lines are arranged so that incoming calls to a busy line overflow to another line in the hunting arrangement.

2. Rates and Charges

a. Monthly charges are calculated on a per line basis. The monthly rate is multiplied by the total number of lines in the hunting service.

b. Nonrecurring charges for hunting services will be waived if the request for the additional telephone line(s) is made concurrently with the request for hunting services. All applicable rates and charges for the additional lines will be assessed.

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Hunting, per line			
Residence	HTG	$5.00	$1.50
Business	HTG	5.00	1.50
• Hunting, one line PBX	HUNT	5.00	2.00
• Charge to rearrange, per line			
Residence	AAV	5.00	NA
Business [1,2]	AAV	5.00	NA

[1] Does not apply when changing from Series Hunting to Multiline Hunting or vice versa.

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5. EXCHANGE SERVICES – WHEN AVAILABLE

[2] Applies to establish Hunting for trunks

5.1.3 LOW-INCOME TELEPHONE ASSISTANCE PROGRAM

A. Link Up Nebraska (D)

(D)

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5. EXCHANGE SERVICES – WHEN AVAILABLE

B. Nebraska Telephone Assistance Program (NTAP) and Federal Lifeline Program (Lifeline) (C)

1. Description

NTAP/Lifeline assists qualified low-income applicants with reductions in their monthly local exchange service rate. The assistance applies for a single telephone line at the applicant's principal place of residence.

2. Eligibility Requirements

To be eligible for assistance, an applicant must meet the following qualifications:

a. The applicant's household income as defined in § 54.400(f) must be at or below 135 percent of the Federal Poverty Guidelines for a household of that size; or
b. The applicant, one or more of the applicant's dependents, or the applicant's household must receive benefits from one of the following federal assistance programs:

   i. Medicaid,
   ii. Supplemental Nutrition Assistance Program,
   iii. Supplemental Security Income (SSI)
   iv. Housing Assistance (Section 8)
   v. Low-income Home Energy Assistance Program (LIHEAP)
   vi. National School Lunch Program's free lunch program,
   vii. Temporary Assistance for Needy Families, or
   viii. One of the following Children's Health Insurance programs: Kids Connection; School Age Medical (SAM); Medical Assistance for Children (MAC); or Enhanced Medical Assistance for Children (EMAC).

3. NTAP/Lifeline provides for low-income consumers to pay reduced monthly charges. NTAP monthly service reductions include:

(1) Federal Lifeline Program Support Credit of $9.25
(2) A monthly reduction off the local service charges in the amount of $3.50 from the Nebraska Universal Service Fund.

(C)

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5. EXCHANGE SERVICES – WHEN AVAILABLE

5.2 PREMIUM EXCHANGE SERVICES/ WHEN AVAILABLE

5.2.1 CUSTOM CALLING SERVICES

A. Description

Automatic Call Back

Enables a subscriber to direct the switch to place a call to the last directory number that the subscriber dialed.

Automatic Recall 1

Enables the subscriber to direct the switch to dial the directory number of the last incoming call.

Automatic Recall 2

Following a recording which specifies the last directory number that called, the customer is enabled to simply dial an activation code to place the call.

Anonymous Call Rejection

Enables subscribers of Caller Identifications services to reject anonymous calls made to their stations.

Call Forwarding - Busy Line (Overflow)

Allows a customer to have incoming calls forwarded to another predetermined number if the called number is busy.

Call Forwarding/Don't Answer

Allows a customer to have an incoming call forwarded to another number if the customer does not answer after a preset number of ringing cycles.

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5. EXCHANGE SERVICES – WHEN AVAILABLE

Call Forwarding - Fixed

Allows calls to be forwarded to a specified directory number on a fixed basis after a preset number of rings.

Call Forwarding - Remote Access

Allows a subscriber to specify call forwarding from a station other than the station from which calls are being forwarded. Requires that a customer subscribe to the PIN option at no extra charge.

Call Forwarding - Selective

Enables the subscriber to have incoming calls from selected directory numbers to be call forwarded to another subscriber line. The maximum number of directory numbers programmable is 32.

Call Forwarding - Variable

Offers the automatic redirection of incoming calls to any alternate telephone number. The alternate telephone number is selected by the subscriber, from the subscriber's service location, as well as deactivation of the forwarding, from that same serving location.

Calling Name and Number Delivery

Enables the subscriber to view the name and number of an incoming terminating call before answering.

Calling Number Delivery

Allows the Subscriber to view the number of an incoming terminating call before answering.

Call Waiting

Provides a tone/signal to a customer that has a call in progress, that another call has been placed to that customer's telephone number. The customer may elect to hold the first call, by use of the switchhook, and answer the second call; as well as alternate between calls by pressing the switchhook. The customer may elect not to respond to the signal, and continue the original call.

Call Waiting-Caller ID

Provides a subscriber with a display of the identity of the calling party on a waiting call.

Cancel Call Waiting

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5. EXCHANGE SERVICES – WHEN AVAILABLE

Allows a subscriber to dial a company programmable code and thereby cancel the subscriber's call waiting option for the duration of a call in progress.

Customer Originated Trace

Enables a subscriber to initiate a trace on the last incoming call. The information can then be collected by the Company manager or representative and passed through due course to the county attorney or through subpoena. At no time will the information be passed directly to the customer from the Company.

Deny Calling Identity Delivery and Suppression

Disallows the use of Calling Identity Delivery and Suppression control on the subscribers phone.

Deny Originating

Denies originating calls from the subscribing station.

Distinctive Ringing-Revertive

Provides a distinctive ringing cadence for revertive calls placed on the station.

Deny Terminating

Denies terminating calls to the subscribing station.

Direct Line Automatic Access

Allows the subscriber to automatically dial a pre-subscribed directory number immediately after lifting the handset.

Malicious Call Trace

Prints all incoming calls of a specified directory number. Any information obtained through this mechanism will only be given through due course to the county attorney or through subpoena. At no time will the information be passed directly to the customer from the Company.

Ring Again

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5. EXCHANGE SERVICES – WHEN AVAILABLE

Allows the originating station to place a call back to a busy station. The originating station is then rung when both stations become idle within a prescribed time period.

Ring Again Denial

Allows a terminating station to deny an originating station the ability to invoke the Ring Again option toward the subscribers line.

Selective Call Acceptance

Enables the subscriber to allow termination of incoming calls to only those numbers that have been programmed. The maximum number of directory numbers programmable is 32.

Selective Call Rejection

Enables the subscriber to have incoming calls from selected directory numbers to be denied termination. The maximum number of directory numbers programmable is 32.

Selective Distinctive Ringing

Enables the subscriber to program up to 32 directory numbers for which the subscriber will receive a distinctive ring upon receiving a call from a programmed directory number. If the subscriber is a call waiting subscriber then a distinctive call waiting tone will also be heard on incoming calls from a programmed directory number.

Speed Calling

Offers the customer storage of frequently called numbers, with the ability to dial the stored numbers by depressing one or two digits, rather than entire telephone numbers. Speed Calling is customer programmable, for either 8 or 30 telephone numbers, offering the customer access to change the stored list whenever it is convenient for the customer, and without service order activity.

Teen Service

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5. EXCHANGE SERVICES – WHEN AVAILABLE

Allows a subscriber to have a primary directory number and a secondary directory number on the same single party line. The secondary directory number will be identified by a distinctive ring for incoming calls.

Three-Way Calling

Offers the capability to add a third party to an existing call, by depressing the switchhook.

User Transfer

Allows the station user to transfer an established call to another line. The transferring party is billed for charges the transferring party originated. Requires subscription to Three-Way Calling.

Voice Mail

This is the standard voice mail option and will allow a customer to set up a personal mail box and a self programmable PIN number for the purpose of recording messages of incoming calls not answered by the subscriber. This option includes the message waiting indicator option at no extra charge. The customer must supply his/her own indicator light in order to activate this portion of voice mail. If the customer does not have an indicator light, then notification of messages waiting will be by way of intermittent dial tone. Active members of the local fire department are eligible for a discount.

Voice Mail-Business Class

This Voice Mail option includes all standard voice mail features and includes an announcement service or menu service whereby the subscriber can form a list of messages and allow a caller to select each message by entering a number on a touch tone phone.

Voice Mail-Distribution Service

This service allows a subscriber to form a list of directory numbers to send a message to. The voice mail system will forward the calls individually until all directory numbers on the list are called.

Voice Mail - Firefighters Discount

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5. EXCHANGE SERVICES – WHEN AVAILABLE

Volunteer Firefighters and Emergency Medical Technicians within the Company operating territory are eligible to receive a lowered rate for the standard voice mail option.

Voice Mail – Menu Service

Allows the subscribing party the capability of producing an automated answering service whereby a caller is presented with a list of options and may enter touch tone digits to hear the various voice prompted responses. One standard voice mail-box is included with this service.

Warm Line Access

Provides a station with 30 seconds of dial tone before automatically routing to a specified terminating directory number.

B. Terms and Conditions

1. Custom Calling products are available to individual line, residence or business customers that have their service provided from a central office equipped to provide Custom Calling. Individual Custom Calling Services will be provided where technically and economically feasible and where the Company determines sufficient demand exists to warrant the provision of the service(s).

C. Rates and Charges

1. The following rates and charges apply for Custom Calling Services. The nonrecurring charge for business customers and/or monthly rate for business and residence customers may be waived during the term of a promotion, for existing or new customers. The term of the promotion shall be determined by the Company.

   a. Per individual line equipped with:

BUSINESS/RESIDENCE	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Automatic Call Back	CLS	$5.00	PKG

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5. EXCHANGE SERVICES – WHEN AVAILABLE

• Automatic Recall 1	CLS	5.00	PKG
• Automatic Recall 2	CLS	5.00	PKG
• Anonymous Call Rejection	CLS	5.00	PKG
• Call Forwarding	CCF	5.00	PKG
Busy Line (Overflow) Don't Answer Fixed Remote Access Selective Variable			
• Calling Name and Number	CLS	5.00	PKG
• Calling Number Delivery	CLS	5.00	PKG
• Call Waiting	CCF	5.00	PKG
• Call Waiting-Caller ID	CLS	5.00	PKG
• Cancel Call Waiting	CCF	5.00	PKG
Remove • Customer Originated Trace	CLS	5.00	PKG
• Deny CIDS	CLS	5.00	PKG
• Deny Originating	CLS	5.00	PKG
• Distinctive Ringing-Revertive	CLS	5.00	PKG
• Deny Terminating	CLS	5.00	PKG
• Direct Line Automatic Access	CLS	5.00	PKG
Remove • Malicious Call Trace	CLS	5.00	PKG
• Ring Again	CLS	5.00	PKG
• Ring Again Denial	CLS	5.00	PKG
• Selective Call Acceptance	CLS	5.00	PKG
• Selective Call Rejection	CLS	5.00	PKG
• Selective Distinctive Ringing	CLS	5.00	PKG

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5. EXCHANGE SERVICES – WHEN AVAILABLE

• Speed Calling –8	CCF	5.00	PKG
• Speed Calling – 30	CCF	5.00	PKG
• Teen Service	CCF	5.00	PKG
• Three-Way Calling	CCF	5.00	PKG
• User Transfer	CLS	5.00	PKG
• Voice Mail	VML	5.00	PKG
• Voice Mail-Business Class	VML	5.00	PKG
• Voice Mail- Distribution Service	VML	9.95	PKG
Voice Mail-Firefighters Discount	VML	9.95	PKG
• Voice Mail-Menu Service	VML	12.50	PKG
• Warm Line Access	CLS	9.95	PKG
• Three Custom Calling Services [1]	CLS	12.50	PKG
• Four Custom Calling Services [1]	CLS	12.50	PKG

[1] Customer Originated Trace, Malicious Call Trace, Voice Mail, Voice Mail-Business, Voice Mail-Distribution Service and Voice Mail-Firefighters Discount is excluded from this option.

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5. EXCHANGE SERVICES – WHEN AVAILABLE

DILLER TELEPHONE COMPANY CALLING FEATURE PACKAGES

CALLING FEATURES WILL BE SOLD IN FOUR PACKAGES. BELOW IS THE PRICE AND PACKAGE NAMES.

CUSTOM CALLING FEATURES	CCF	$3.00
VOICE MAIL OPTIONS	VML	$5.95
CALL MANAGEMENT	CMF	$3.00
CLASS FEATURES	CLS	$4.95

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5. EXCHANGE SERVICES – WHEN AVAILABLE

5.3 PUBLIC COMMUNICATION SERVICE - COIN AND COINLESS

5.3.1 PUBLIC TELEPHONE SERVICE

A. Description

Public Service is a customer service, with or without coin collection equipment, designed for locations where there is general public use

B. Terms and Conditions

1. A public telephone is provided at the Company's initiative, or at its option, at a location accessible to the public, where warranted by public necessity or by the revenue to be received, and where the occupant of the premises agrees to permit the installation of such service in accordance with terms to be agreed upon between the occupant and the Company. Coin boxes are provided on non-attended stations.

2. The primary purpose of Public Telephone Service is to provide service for the general public and the use of the service by occupants of the premises where it is located is only incidental to the principal purpose.

3. "Local Messages" are messages to any line that subscribers may call from any public line without payment of toll charges.

4 The "Payphone Set Use Fee" is an incremental charge applied to all intraLATA MTS calls originating at a Company payphone. This charge is in addition to MTS rates and operator assistance charges. The exceptions are as follows:

- 800/800-type service (including 800 Carrier Access)
- Directory Assistance
- 911
- 0- emergency
- 0- non-revenue calls to an operator
- Local Busy Line Verify/Local Busy Line Interrupt
- 950, 101XXXX

4. Public telephone signs are displayed at the option of the Company.

5. The rates for all local messages from Public lines that require operator assistance include the appropriate local operator assistance charge for the type of call.

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5. EXCHANGE SERVICES – WHEN AVAILABLE

5.3.2 COINLESS PUBLIC TELEPHONE SERVICE

A. Description

Coinless Public Telephone Service is furnished at the Company's initiative or at its option when warranted for the purpose of satisfying the demand for optional billing of outgoing messages. Coinless Public Telephone Service offers the following options for the billing of outgoing messages: charging to a third number; a Company credit card; or collect.

B. Terms and Conditions

1. The Company reserves the right to deny or terminate such service if unsatisfactory revenues or collection experiences are indicated.

2. Coinless Public Telephones are not equipped with coin collecting devices or receptacles. They may be furnished with booths, shelves and directories at the discretion of the Company.

3. In those areas where security arrangements restrict access to the central Coinless Public Telephone location, the Company may elect to provide jacks through which the telephone may be connected to the network at appropriate times.

	USOC	MONTHLY RATE
COIN	111	$12.60
COINLESS	111	$12.60
COIN SUPERVISION	115	$ 2.21

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5. EXCHANGE SERVICES – WHEN AVAILABLE

5.3.3 INTEREXCHANGE CARRIER ACCESS

A. Description

Customers with toll access are allowed their option of pre-subscribed inter-exchange carriers. Separate inter-exchange carriers maybe chosen to carry inter-LATA and intra-LATA calls, or one inter-exchange carrier may be chosen for both. The Company offers a "PIC Freeze" service at no expense to the customer. Customers that choose to "PIC Freeze" must complete a "PIC Freeze" form and return it the telephone office. The "PIC Freeze" form clearly explains the services that are subject to a preferred carrier freeze and explains the procedures for lifting a preferred carrier freeze. Customers will be informed that they will not be able to make a carrier change unless the "PIC Freeze" is lifted. As mandated by the FCC, it is within a customer's rights to maintain an open PIC which prohibits the Company from customer notification prior to a PIC change.

B. Rates and Charges

Charges are in addition to the applicable fees of the National Exchange Carriers Association (NECA) for interstate traffic.

	NONRECURRING CHARGE
• Intra-LATA PIC change	$ 5.00
• Inter-LATA PIC change	5.00
• Concurrent intra-LATA and inter-LATA PIC Change	5.00

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8. CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES

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8. CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES

8.1 CONNECTIONS OF EQUIPMENT, COMMUNICATIONS SYSTEMS AND PREMISES WIRE

8.1.1 GENERAL PROVISIONS

A. General

1. Terminal equipment and communications systems may be connected at the customer's premises to telecommunications services furnished by the Company where such connections are made in accordance with the provisions of this section. Telecommunications services as used herein includes exchange service and Wide Area Telecommunications Service (WATS).

B. Responsibility of the Customer

1. The customer shall be responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No combinations of customer-provided terminal equipment or communications systems shall require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of the Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party.

   Upon notice from the Company that a customer-provided terminal equipment or communications system is causing such hazard, damage, malfunction or degradation of service, the customer shall make such changes as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of service.

2. The customer shall be responsible for the payment of a Maintenance of Service Charge for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

3. The customer who provides the Premises Wiring of Communications Systems subject to Part 68 of the Federal Communications Commissions Rules and Regulations pursuant to Section 68.215 of Chapter I of Title 47 of that Code of Federal Regulations shall be responsible for the payment of an Institutional Program for Premises Wiring Charge as provided in this section for activities performed by Company employees at the customer's premises pursuant to subsections (f), (g) and/or (h) of Section 68.215, when the premises wiring in question has failed acceptance tests monitored by, or participated in by, the Company pursuant to Section 68.215, and/or has been revealed to be not in conformance with the information provided in the related affidavit which was provided pursuant to Section 68.215, and/or has resulted in harm to the network.

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8. CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES

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C. Responsibility of the Company

1. Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company shall be limited to the furnishing of service components suitable for telecommunications services and to the design, maintenance and operation of service components in a manner proper for such services. Subject to this responsibility the Company shall not be responsible for:

   - The through transmission of signals generated by the customer-provided terminal equipment or communications systems or for the quality of, or defects in, such transmission, or

   - The reception of signals by customer-provided terminal equipment or communications systems, or

   - Address signaling where such signaling is performed by customer-provided signaling equipment.

2. The Company will, at the customer's request, provide certain information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit customer-provided terminal equipment or system to operate in a manner compatible with telecommunications services.

3. The Company may make changes in its telecommunications services, service components, operations or procedures, where such action is not inconsistent with Part 68 of the Federal Communications Commission's Rules and Regulations. If such changes can be reasonably expected to render any customer's terminal equipment or communications system incompatible with telecommunications services, or require modification or alteration of such customer-provided terminal equipment or communications systems, or otherwise materially affect its use or performance, the customer will be given adequate notice, in writing, to allow the customer an opportunity to maintain uninterrupted service.

D. Recording of Two-Way Telephone Conversations

Telecommunications services are not represented as adapted to the recording of two-way telephone conversations. However, customer-provided voice recording equipment may be connected with telecommunications services, in accordance with 8.1.3, following, subject to the following conditions or those in 8.1.2.

8. CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES

1. A distinctive recorder tone that is repeated at intervals of approximately 15 seconds is required when recording equipment is in use and is electrically connected with services of the Company, except that the distinctive recorder tone described is not required:

   a. When used by a FCC licensed broadcast station customer for recording of two-way telephone conversations solely for broadcast over the air.

   b. When used by the United States Secret Service of the Department of Treasury for recording of two-way telephone conversations which concern the safety and security of the person of the President of the United States, members of the President's immediate family, or the White House and its grounds.

   c. When used by a broadcast network or by a cooperative programming effort composed exclusively of FCC broadcast licensees to record two-way telephone conversations solely for broadcast over the air by a licensed broadcast station.

   d. When used for recording at United States Department of Defense Command Centers of emergency communications transmitted over the Department of Defense's private line system when connected to telecommunications services.

2. Customer-provided voice recording equipment may not be connected with services of the Company for the recording of two-way telephone conversations by means of an acoustic or inductive connection, except when used as specified in 1.a. through 1.d., above.

3. The customer-provided voice recording equipment shall be so arranged that at the will of the user it can be physically connected to and disconnected from the services of the Company or switched on and off.

E. Violation of Terms and Conditions

1. When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this section, the Company will take such immediate action as necessary for the protection of the telecommunications network and Company employees, and will promptly notify the customer of the violation.

2. The customer shall discontinue use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within ten days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this Catalog.

F. Definitions

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8. CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES

Registered

Equipment which complies and has been approved within the Registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

Equipment-to-Equipment Connection

The connection of equipment, which by itself is unregisterable for direct use with the telecommunications network, but is registerable or usable with host terminal equipment or communications systems which in turn may be registered in accordance with Part 68 of the Federal Communication Commission's Rules and Regulations for direct connection to the telecommunications network.

8.1.2 CONNECTIONS OF REGISTERED EQUIPMENT

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected at the customer's premises to the telecommunications network, subject to Part 68 of the Federal Communications Commission's Rules and Regulations, provisions of 8.1.1., preceding, and the following:

1. All combinations of registered equipment and associated nonregistered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are continually satisfied.

   The Company may discontinue service or impose other remedies as provided for in Part 68 of the Federal Communications Commission's Rules and Regulations for failure to comply with these provisions.

2. The customer shall notify the Company of each line to which registered equipment is to be connected in advance of such connection and shall notify the Company when such registered equipment is permanently disconnected. The customer shall provide the Company with the Registration Number and Ringer Equivalence Number for the registered equipment and the USOC of the Company-provided standard jack required.

3. The customer shall not connect registered equipment to a Company line if:

   a. The Ringer Equivalence of such equipment in combination with the total Ringer Equivalence of other equipment connected to the same line exceeds the allowable maximum of five or as otherwise determined by the Company, or

   b. The ringer type is not a ringer type designated by the Company as suitable for that particular line.

8. CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES

4. Unless a specific waiver has been granted by the FCC or except as otherwise provided in 5., following, all connections of registered equipment to services furnished by the Company shall be made though the Company-provided standard jacks; or, in the case of registered communications systems, through standard jacks wired in other than a standard manner, when such non-standard wiring of the jack is agreed to by the Company.

5. The requirement for the use of standard jack as described in 4., preceding, is waived for registered equipment which is located in hazardous or inaccessible locations in accordance with B.1.b., following.

B. Premises Wiring Associated With Registered Communications Systems

1. Premises Wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface, located at the customer's premises and not within an equipment housing.

   a. Fully-Protected Premises Wiring is premises wiring which is:

      (1) No greater than 25 feet in length (measured linearly between the points where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.

      (2) A cord which complies with (1), preceding, and which is extended once by a registered additional telephone set cord. Additional telephone set cords may not be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.

      (3) Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the Federal Communications Commission's Rules and Regulations.

      (4) Electrically behind registered equipment, system components or protective circuitry which assure that electrical contact between the wiring and commercial power wiring or ground will not result-in hazardous voltages or excessive longitudinal imbalance at the telephone network interface.

   b. Protected Premises Wiring requiring acceptance testing for imbalance is premises wiring which is electrically behind registered equipment, system components or by which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages at the telephone network interface.

   c. Unprotected Premises Wiring is all other premises wiring.

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2. Customers who intend to connect premises wiring other than fully protected premises wiring to the telephone network shall give advance notice to the Company in accordance with the procedures specified in Part 68 of the Federal Communications Commission's Rules and Regulations or as otherwise authorized by the FCC.

3. The Company may invoke extraordinary procedures specified in Part 68 of the Federal Communications Commission's Rules and Regulations where one or more of the following conditions are present:

   a. Information provided in the supervisor's affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations is likely.

   b. A failure has occurred during acceptance for imbalance.

   c. Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the Federal Communications Commission's Rules and Regulations.

4. In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than Fully-Protected Premises Wiring installations as set forth in Part 68 of the Federal Communications Commission's Rules and Regulations.

C. Connections Involving National Defense and Security

1. In certain cases Part 68 of the Federal Communications Commission's Rules and Regulations permit the connection of nonregistered terminal equipment or communications systems to the telecommunications network, provided that:

   a.The Secretary of Defense; the head of any other government department (having requisite FCC approval); of their authorized representative certifies in writing to the Company that:

   (1) The connection is required in the interest of national defense and security;

   (2) The equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or Company employees; and

   (3) The work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

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8.1.3 ACOUSTIC OR INDUCTIVE CONNECTIONS

A. General

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1. Customer-provided voice or data terminal equipment (including telephotograph equipment), customer-provided communications systems and other Common Carrier-provided communications systems may be acoustically or inductively connected at the customer's premises to the telecommunications network.

2. Customer-provided tone-type address signaling is permitted through such connections, however, the services of the Company are not designed for such use and the Company makes no representation as to the reliability of address signaling which is performed in such manner.

B. Minimum Protection Criteria

1. To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal which is applied by the customer-provided equipment to the network control signaling unit located on the customer's premises be limited so that the signal power at the output of the network control signaling unit (i.e., at the input to the Company line) does not exceed 9dB below one milliwatt when averaged over any three second interval. However, to permit each customer, independent of distance from the central office, to supply signal power which at the central office approximates, 12dB below one milliwatt when averaged over any three second interval, the Company, at the customer's request, will specify, for each customer location, the signal power at the output of the network control signaling unit, which shall in no case exceed one milliwatt.

2. To protect other services, it is necessary that the signal which is applied by the customer-provided equipment to the network control signaling unit located on the customer's premises meet the following limits at the output of the network control signaling unit:

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a. The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18db below the power of the signal as specified in 1., preceding.

b. The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16db below milliwatt.

c. The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24db below one milliwatt

d. The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36db below one milliwatt.

e. The power in the band above 40,000 Hertz shall not exceed 50db below one milliwatt.

3. To prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to network control signaling unit located on the customer's premises be

8. CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES

limited so that the signal at no time have energy solely in the 2450 to 2750 Hertz band. If signal power at the output of the network control signaling unit in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

8.1.4 ACCESSORIES

Customer-provided accessories may be used with telecommunications services provided that such accessories comply with the provisions of 8.1.1.B. and 8.1.3.B.1., preceding.

8.1.5 EQUIPMENT-TO-EQUIPMENT CONNECTIONS

The customer subscribing to the host terminal equipment will be responsible for the payment of the Maintenance of Service Charge for visits by a Company employee to the customer's premises in response to a service difficulty or trouble report resulting from the addition of customer-provided equipment to host terminal equipment or communications systems.

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8.1.6 CONNECTIONS OF CUSTOMER-PROVIDED COMMUNICATIONS SYSTEMS NOT SUBJECT TO PART 68 OF THE FEDERAL COMMUNICATIONS COMMISSION'S RULES AND REGULATIONS

A. Direct Electrical Connection

Customer-provided communications systems not subject to Part 68 of the Federal Communications Commission's Rules and Regulations may be connected with telecommunications services on a direct electrical basis at the customers premises provided that:

1. The connection is made through:

- A connecting arrangement furnished by the Company, or

8. CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES

- Registered or grandfathered terminal equipment protective circuitry, or communications system subject to Part 68 of the Federal Communications Commission's Rules and Regulations which, either singularly or in combination, assures that the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are met at the network interface.

  In lieu of these requirements for total hardware protection, an optional, alternative method is available, as described in 2., following, for the control of signal power only.

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2. The connection is:

   - Through switching equipment, or

   - To a customer-provided communications system not subject to Part 68 of the Federal Communications Commission's Rules and Regulations that is arranged to promptly return the network service to an idle (on hook) state should the communications system fail. In addition, the customer must notify the Company when the communications system fails.

3. Minimum protection criteria set forth in 8.1.3.C., preceding, are complied with when the connection is made through equipment or systems that are not registered.

4. When the connection is to WATS, the customer has a requirement to communicate over a WATS line to or from premises of that customer located in the same rate state as that for which the WATS initial period rate applies. Customer-provided communications systems not subject to Part 68 of the Federal Communications Commission's Rules and Regulations which are not connected through switching equipment must terminate only in that WATS rate state in terminal equipment or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations.

B. Institutional Procedures for Signal Power Control

4. When customer-provided communications systems, not subject to Part 68 of the Federal Communications Commission's Rules and Regulations, are connected through a Company-provided connecting arrangement or, registered or grandfathered terminal equipment, communications system or protective circuitry which assures that all of the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are met at the telecommunications network interface, no further action is required.

   However, when a customer elects to connect such a communications system to the telecommunications network and the registered equipment, system or protective circuitry through which the connection is made does not provide protection for signal power control, the customer must comply with the following institutional procedures:

   a. The customer-provided communications system must be installed, operated and maintained so that the signal power (within the frequency range of 200-4000 Hertz)

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at the telecommunications network interface continuously complies with Part 68 of the Federal Communications Commission's Rules and Regulations.

b. The operator(s)/maintainer(s) responsible for the establishment, maintenance and adjustment of the voice frequency signal power present at the telecommunications network interface must be trained to perform these functions by successfully completing one of the following:

- A training course provided by the manufacturer of the equipment used to control voice frequency signal power; or
- A training course provided by the customer or authorized representative, who has responsibility for the entire communications system, using training materials and instructions provided by the manufacturer of the equipment used to control the voice frequency signal power; or
- An independent training course (e.g., trade school or technical institution) recognized by the manufacturer of the equipment used to control the voice frequency signal power; or
- In lieu of the preceding training requirements, the operator(s)/maintainer(s) is under the control of a supervisor trained in accordance with the preceding paragraphs.

Upon request the customer is required to provide the proper documentation to demonstrate compliance with the requirements in b.

c. At least ten days advance notice must be given to the Company in the form of a notarized affidavit before the initial connection of the customer-provided communications system. A copy of the affidavit must also be maintained at the customer's premises. The affidavit must contain the following information:

- The full name, business address, business telephone number and signature of the customer or authorized representative who has responsibility for the operation and maintenance of the communications system.
- The line(s) which the communications system will be either connected to or arranged for connection to.
- A statement that all operations associated with establishment, maintenance and adjustment of the signal power present at the telecommunications network interface will comply with Part 68 of the Federal Communications Commission's Rules and Regulations.
- A statement describing how each operator/maintainer of the communications system will meet and continue to meet the training requirements for persons installing, adjusting or maintaining the communications system.

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8. CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES

5. Extraordinary Procedures

a. The Company may invoke extraordinary procedures to protect the telecommunications network where one or more of the following conditions are present;

(1) Information provided in the affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations or the Institutional Procedures set forth in 1., preceding, is likely.

(2) Harm has occurred and there is reason to believe this harm was a result of operations performed under the Institutional Procedures set forth in 1., preceding.

b. The extraordinary procedures which can be invoked by the Company, include:

(1) Requiring the use of protective apparatus which either protects solely against signal power or which assures that all of the requirements of Part 68 are met at the telecommunications network interface. This protective apparatus may be provided by either the Company or the customer.

(2) Disconnecting service

c. A charge equal to the Maintenance of Service Charge will apply when:

(1) It is necessary to send a Company employee to the premises where the connection is made because a condition set forth in a., preceding, exists; and,

(2) A failure to comply with Part 68 of the Federal Communications Commission's Rules and Regulations or the Institutional procedures for signal power control in 1., preceding, is disclosed.

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8.1.7 CONNECTIONS OF CERTAIN FACILITIES OF POWER, PIPELINE AND RAILROAD COMPANIES

A. General

8. CONNECTIONS OF PREMISES EQUIPMENT TO TELECOMMUNICATIONS SERVICES

1. Except as otherwise provided in b., following, telephone facilities of an electric power company, an oil, oil products or natural gas pipeline company, or a railroad company, provided primarily to communicate with points located along a right-of-way (including premises of such company anywhere in cities, towns or villages along the right-of-way) owned or controlled by such company may, in lieu of the provisions of 8.1.3., preceding, be connected with the telecommunications network for the following purposes:

   a. In cases of emergency involving safety of life or property;

   b. In cases of calls originated by railroad employees under circumstances indicating need for prompt action to secure or maintain the safety, continuity, or reliability of railroad service to the public, and related to the movement of passengers, mail, property, or equipment by railroad, or the repair, maintenance, or construction of railroad rights-of-way, structures or equipment;

   c. In cases where the customer facilities serve locations where it is impracticable because of hazard or inaccessibility for the Company to furnish its facilities; and

   d. During an interim period in cases where the customer has arranged for replacement of said customer facilities with facilities of the Company.

2. Telephone circuits of such companies will be connected to a local or toll central office line to form a through connection only through manual switching equipment. Such equipment may be located at either or both ends of the customer's circuit.

3. Connection of a telephone circuit of such companies as specified in 1.b., c., or d., preceding, may be established at either end of such circuit but shall not be established at both ends simultaneously.

B. New installations of customer-provided terminal equipment and communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations must be connected to the telecommunications network in accordance with 8.1.2., preceding.

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8.1.8 CONNECTIONS OF SERVICE OUTSIDE THE BASE RATE AREA, SERVICE STATION LINES AND FACILITIES FURNISHED BY THE CUSTOMER WHICH INVOLVE

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HAZARDOUS OR INACCESSIBLE LOCATIONS

A. The Company will connect with customer-provided facilities outside the base rate area in the furnishing of a class of service furnished inside the base rate area where the desired service cannot be furnished by means of existing plant and an extension by the Company is not warranted. The circuit furnished by the customer shall be installed and maintained by the customer in such manner as not to interfere with the service of other customers.

B. Service outside the base rate area, service station lines, and facilities furnished by the customer which involve hazardous or inaccessible locations, may not be connected to the telecommunications network.

8.1.9 CONNECTION WITH MISCELLANEOUS COMMON CARRIERS

A. Application

1. Service is available to and from customers of Miscellaneous Common Carriers through connecting facilities provided by the Company in accordance with the provisions set forth in 2. through 5., following.

2. Subject to the availability of facilities and the reasonable requirements of the Company for its telecommunications service, the Company will, at the miscellaneous common carrier's request, extend and physically connect its facilities with those of the miscellaneous common carrier for the purpose of interchanging intrastate traffic in connection with the miscellaneous common carrier's Domestic Public Land Mobile Radio Services (as defined in Part 21 of the FCC Rules). Such connection and interchange of intrastate traffic shall be as follows:

a. Two-Way Mobile Traffic

The Company will extend and connect its facilities between any telephone exchange whose rate center is located in the miscellaneous common carrier's Reliable Service Area (as defined in Part 21 of the FCC Rules) and the miscellaneous common carrier's point(s) in or serving the Reliable Service Area.

b. One-Way Signaling Traffic

The Company will extend and connect its facilities between any telephone exchange within which a signaling receiver is served by the miscellaneous common carrier's system and the miscellaneous common carrier's control point(s) in or serving that system.

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3. The facilities provided for connecting and interchange of traffic shall not be used, switched or otherwise connected together by the miscellaneous common carrier for the provision of through calling from landline telephone to another landline telephone, nor shall they be switched or otherwise connected together by the miscellaneous common carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area (as defined by Part 21 of the FCC Rules) to a landline telephone or mobile unit in another Reliable Service Area (as defined by Part 21 of the FCC Rules).

4. Specific administrative procedures, connection and operating arrangements and charges for the facilities provided by the Company to the miscellaneous common carrier for the purpose of connecting and interchanging traffic are as set forth in various intercarrier agreements between the Company and the miscellaneous common carriers or in the Tariffs and/or Catalogs of the Company as appropriate. Where the state franchise area or state authorization of the miscellaneous common carrier is different than the Reliable Service Area (as defined by Part 21 of the FCC Rules), the terms and conditions of connection and interchange of traffic may be modified to recognize the extent of such state franchise or authorization.

5. The connection and interchange of traffic as set forth in 1. through 4., preceding, does not constitute a joint undertaking with the miscellaneous common carrier for the furnishing of any service.

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8.1.10 CONNECTION OF DIRECT-INWARD-DIALING AND AUTOMATIC IDENTIFIED OUTWARD DIALING SERVICE WITH CUSTOMER-PROVIDED COMMUNICATIONS SYSTEMS

A. General

Customer-provided communications systems which involve direct electrical connection to the facilities furnished by the Company for telecommunications service subject to the terms and conditions stated in 8.1.2. and 8.1.3. preceding, may from customer-premises located switching systems be connected with Direct-Inward-Dialing from outside the system and to the station identification equipment for Automatic Identified Outward Dialing in accordance with the conditions set forth in the *DID*/AIOD sections of this Catalog and the following:

1. Operational characteristics of interface signals between the Company-provided connecting arrangements and the customer-provided equipment must conform to the terms and conditions the Company considers necessary to maintain proper standards of service.

2. The Company shall not be responsible to the customer, authorized user or joint user if changes in protection criteria or in any of the facilities, operations or procedures of the Company render any facilities provided by the customer, authorized user or joint user obsolete, or require modification or alteration of such equipment or system or otherwise affect its use or performance.

9. CENTRAL OFFICE SERVICES

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9. CENTRAL OFFICE SERVICES

9.1 EMERGENCY REPORTING SERVICE

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9.1.1 UNIVERSAL EMERGENCY NUMBER SERVICE - 911

A. General

1. Definitions

Automatic Number Identification (ANI)

A feature by which the calling party's ANI telephone number is forwarded to the 911 Control Office and to the PSAP's Display and Transfer Units.

Automatic Number Identification (ANI) Trunk Unit

Central office equipment which provides the capability of combining the 911 voice call and the ANI onto the same 911 exchange line.

Dedicated Direct Facilities
Channels between the central office from which the emergency call originates (originating central office) and the PSAP which do not utilize the switching equipment of intermediate central offices and which require dedicated physical pairs of wires.

Emergency Service Number (ESN)

When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area. An ESN will be provided for each unique combination by the Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the 911 serving area. The ESNs will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the 911 serving area.

End Office

A central office in the 911 System which receives originating 911 calls and routes them to a given PSAP.

Master Street Address Guide (MSAG)

The document or computer file that lists the standard street names, address ranges, and routing codes used in the Data Management System of a 911 system equipped with Selective Routing and/or Automatic Location Identification (ALI).

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The first three numbers or digits of the customer's seven-digit telephone number.

P.01 Grade of Service

Trunk facility provisioning to ensure that during the average busy hour, no more than 1% of calls into the 911 system will encounter a busy condition.

Public Safety Answering Point (PSAP)

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of service agencies each as police, fire or emergency medical or by employees of a common bureau serving a group of such entities.

Serving Central Office

The central office from which a PSAP, either primary or secondary, is served.

Subscriber Records

Information consisting of subscribers' names, service addresses, and telephone numbers to a 911 customer for the sole purpose of building and maintaining a data base used in providing 911 service to a specific geographical area. The Subscriber Records information does not include an MSAG nor does it include ESN information. ESN information would be provided on an individual case basis.

Universal Emergency Number Service

A telephone exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAPs established and operated by the customer.

Universal Emergency Number Service Customer

A municipality or other state or local governmental unit or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated within a defined geographic area to respond to public emergency telephone calls, at the minimum for police and fire service.

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2. Terms and Conditions

a. The 911 customer may be a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local governmental units, to whom authority has been lawfully delegated. The customer will have public safety responsibility to respond to police, fire or other emergency services' telephone calls within the telephone central office areas where 911 Service is provided.

b. 911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of 911 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.

c. The Company does not undertake to answer and forward 911 calls, but provides facilities to enable the customer's personnel to respond to such calls (from the customer's premises).

d. Any CPE used in conjunction with 911 Service shall be configured so that it is unable to extract any information other than the information relating to a number identified as the source of an in-progress 911 call through use of the optional ANI feature.

e. Company subscriber names, addresses and telephone numbers provided to a 911 system are private data and may be used only for identifying the location or identity, or both, of a person calling a 911 PSAP. Company subscriber information may not be used or disclosed by 911 system agencies, their agents, or their employees for any other purpose except under a court order.

f. The calling party forfeits the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, address and name associated with the originating station location are furnished to the PSAP during an emergency call to 911, when the customer has subscribed to the optional ANI feature.

g. Temporary suspension of service at reduced rates is not provided for any part of 911 Service.

h. This service is limited to the use of telephone number 911 as the universal emergency telephone number. Only one 911 Service will be provided within any governmental agency's locality.

i. The Company will not provide 911 Service to less than an entire central office and will only provide one set of 911 trunking out of that central office.

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j. Application for 911 Service must be executed in writing by each participating local governmental authority or their duly appointed agent. If application for service is made by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies in any 911 Service offering.

k. 911 Service is furnished to the customer for the sole purpose of receiving reports of emergencies from the public. The 911 emergency telephone number is not intended as a replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies must subscribe to other exchange telephone service as provided in other sections of this Catalog.

l. 911 exchange lines are classified as Business service and are arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on non-911 facilities.

m. The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operation test as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.

n. The Company's entire liability to any person for interruption or failures of 911 Service shall be limited to the terms set forth in this section and Section 2. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures or malfunctions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the greater of $50.00 or an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition as specified in Section 2.

o. Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, damages, expenses, suits or other action, or any liability whatsoever including, but not limited to, costs and attorney's fees, whether suffered, made, instituted or asserted by the customer or by any other party or person, for personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, arising out of or resulting from customer's acts or omissions.

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9. CENTRAL OFFICE SERVICES

p. The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Service and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number used by persons accessing 911 Service, and which arises out of the negligence or other wrongful act of the customers, its user, agencies or municipalities, or the employees or agents of any one of them.

q. Because the Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.

r. No charge applies to the calling party for calls placed to the 911 emergency number.

s. In addition to the recurring rates, nonrecurring charges appropriate for connection, move or change will apply to 911 transport features.

t. It is the customer's responsibility to insure that CPE selected to operate 911 system features is compatible with service furnished by the Company.

u. The customer purchasing the ANI feature is also required to purchase, install and maintain CPE ANI Display Equipment compatible to the Company's network.

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10. MISCELLANEOUS SERVICE OFFERINGS

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10. MISCELLANEOUS SERVICE OFFERINGS

10.1 MILEAGE CHARGES

A. Description

Where, for the purpose of furnishing any of the classes of circuits to which mileage charges apply, as hereinafter specified, it is necessary to provide new construction, such construction will be provided under the terms and conditions governing Construction Charges in Section 4.

10.2 SCREENING/RESTRICTION SERVICES

10.2.1 TOLL SCREENING SERVICE

A. Description

Toll Screening Service provides toll access screening options which allow a customer to restrict the classes of chargeable calls originating over some or all of their lines. Toll Screening Service enables a customer, by means of Company operator identification, to provide toll access but restrict (0/0+) outgoing toll calls to only those calls which are charged to the called telephone (collect), a third number, and/or calling card.

Two options, described below, are available with this service. The provision of this service may require some customers to change their existing telephone number.

- Option 1

  All local and nonchargeable calls, e.g., calls to "800" numbers, and calls to Company numbers such as repair and public emergency service numbers (such as 911) will be permitted. Calls dialed 1+, including calls to Directory Assistance, will not be permitted. Calls dialed 0-/0+ to Directory Assistance will be permitted if alternate billing is provided.

- Option 2

  All local calls, nonchargeable calls and calls dialed 1+ will be permitted. With this option, the customer assumes responsibility for all calls dialed 1+ and indemnifies and saves the Company harmless against claims resulting from abuse or fraudulent use of the service.

B. Terms and Conditions

1. Toll Screening Service is furnished in all exchanges where facilities and operating conditions permit.

2. The Company reserves the right to restrict the screening classes or combinations of classes to standard arrangements.

3. Toll Restriction cannot be applied to lines or trunks using Toll Screening Service.

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10. MISCELLANEOUS SERVICE OFFERINGS

C. Rates and Charges

	USOC	NONRECURRING CHARGE[1]	MONTHLY RATE
• Per Toll Access Line	417	$5.00	$1.00
• To change restriction option, per occasion	417	5.00	NA

[1] Nonrecurring charges do not apply to 0+ Screening only.

10.2.2 TOLL RESTRICTION

A. Description

Toll Restriction provides for exchange access lines or trunks to be restricted from dialing billable toll calls. Local directory assistance calls are allowed. Attempted violation of the restrictions are routed to an announcement. A toll restriction with code access allows a customer to override the toll restriction by entering a customer programmable PIN code.

B. Terms and Conditions

1. This service is offered, subject to the availability of existing CO facilities, to individual line residence, individual line business and dial switching type customers.

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

3. Subscription to services that incorporate Toll Restriction may prevent the completion of 1-plus local calls.

C. Rates and Charges

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Business, per line or trunk arranged	417	$5.00	$1.00
• Residence, per line	417	5.00	$1.00
• Toll Restriction with code access	417	5.00	$1.00

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10. MISCELLANEOUS SERVICE OFFERINGS

10.2.3 PAY PER CALL RESTRICTION

A. Description

Pay Per Call Restriction enables individual residence or business exchange access line customers to prohibit dialing of calls with designated Network Access Service (NAS) and 900 prefixes.

B. Terms and Conditions

1. This service is offered subject to availability of existing central office facilities and capabilities.

2. Nonrecurring charges will not apply the first time this service is installed. Appropriate nonrecurring charges will apply for subsequent installations on the same line.

C. Rates and Charges

Charges are in addition to applicable fees collected for the National Exchange Carriers Association (NECA) for interstate traffic.

	USOC	NONRECURRING RESIDENCE	NONRECURRING BUSINESS	MONTHLY RATE
• Restrictions of calls with the designated NAS and 900 prefixes, per line				
– Initial Installation	CLS	$5.00	$5.00	PKG
– Subsequent installation on same line	CLS	$5.00	$5.00	PKG

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10. MISCELLANEOUS SERVICE OFFERINGS

10.3 CALLER IDENTIFICATION BLOCKING OPTIONS

10.3.1 CALLER IDENTIFICATION BLOCKING - PER CALL

A. Description

Enables a customer to control the disclosure of his/her name and/or telephone number to a subscriber of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public status" allows delivery of the name and/or telephone number. "Private status" prevents delivery of the name and/or telephone number. Per Call Blocking is provided at no charge.

B. Rates and Charges

	USOC	MONTHLY RATE
• Caller Identification Blocking- Per Call	CLS	PKG

10.3.2 CALLER IDENTIFICATION BLOCKING - ALL CALL

A. Description

Provides a permanent private indicator on a customer's line. Once the blocking is established on the customer's line, the private status cannot be deactivated by the customer. Federal, State, and local law enforcement agencies and non-profit domestic violence agencies may be provided additional arrangements for private status and/or all call blocking, on a line-by-line basis, at no charge.

B. Rates and Charges

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• All Call			
– Business	CLS	$5.00	PKG
– Residence	CLS	5.00	PKG

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10. MISCELLANEOUS SERVICE OFFERINGS

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16. PROMOTIONS

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Special
Promotions..... 1

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16. PROMOTIONS

16.1 SPECIAL PROMOTIONS

CONVERSION PROMOTION

A special promotion is available and applicable only for residence customers. During certain promotional periods, applicable residential customers who have orders placed and/or completed for Call Forwarding, Call Waiting, Three-Way Calling and/or Speed Calling 8 and/or 30 code, as well as any other specified custom calling feature advertised by the company as pertinent to promotion of the custom calling feature, whether purchased separately or in a Custom Calling Services package, will be offered a special 30 day money back guarantee and waiver of nonrecurring charges as follows:

- The nonrecurring charges for the service(s) ordered will be waived.
- A 30 day money back guarantee on the monthly rate is available to residence customers who subscribe to the features listed above either separately or in a package.
- Customers requesting the 30 day money back guarantee must do so and request the Company to disconnect the particular service(s) no later than 30 days after the installation date.
- Customers requesting the 30 day money back guarantee will be given credit from the time of installation of the service to the disconnect date, not to exceed 30 days.

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