# TITLE SHEET

## COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES

This Tariff applies to the Local Competitive Facilities Based Intrastate Telecommunications Service furnished by Mobilitie Management, LLC ("Company"). This tariff is on file with the Nebraska Public Service Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.



**Issued By:** Christos Karmis, President
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## CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| Sheet | Revision | Sheet | Revision |
|---|---|---|---|
| 1 | Original | 25 | Original |
| 2 | Original | 26 | Original |
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## SYMBOLS

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

D - Deleted or Discontinued Material

I - Change Resulting In A Rate Increase

M - Moved From Another Tariff Location

N - New Material

R - Change Resulting In A Rate Reduction

T - Change In Text Only, No Change In Rate



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## TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.

C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:

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

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



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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the customer's location to a switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Carrier or Company** - Whenever used in this tariff, "Carrier" or "Company" refers to Mobilitie Management, LLC, unless otherwise specified or clearly indicated by the context.

**Channel** – A communication path between two or more points of termination.

**Commission** - The Nebraska Public Service Commission.

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Customer Designated Premises** – The premises specified by the Customer for origination or termination of services.

**Dedicated Access** – Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

**Due Date** - The last day for payment without unpaid amounts being subject to a late payment charge.

**Exchange Access Line** - The serving central office line equipment and all plant facilities up to and including the Standard Network Interface.

**Facilities** – Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

**ILEC** - Incumbent Local Exchange Carrier.



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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (contd.)

**LEC** - Local Exchange Carrier.

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Premises** - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

**Transmission Path** – An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.



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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

2.1.1 Application of Tariff

2.1.1.A This Tariff contains the regulations and rates applicable to intrastate communications services provided by Carrier for telecommunications between points within the State of Nebraska. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff. Service is available twenty-four (24) hours a day, seven (7) days a week.

2.1.1.B The rates and regulations contained in this Tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Terms and Conditions

2.1.2.A. Except as otherwise provided herein, the minimum period of service is one calendar month. All payments for service are due by the date specified on the bill sent by the Company which may not be less than twenty-one (21) days after the date of the postmark on the bill. All calculations of dates set forth in this tariff shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.1.2.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

2.1.2.C This tariff shall be interpreted and governed by the laws of the State of Nebraska.

2.1.2.D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.2.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

### 2.2 Shortage of Equipment or Facilities

2.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.2.2 The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier, other providers to the Company and the Company's network capacity and/or coverage area.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

### 2.3 Use of Service

2.3.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.3.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3.3 The Customer may not use the services so as to interfere with or impair service over any facilities or associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

### 2.4 Liabilities of the Company and Indemnification

2.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representation, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall not exceed the applicable charges under this Tariff for such service. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

2.4.2 The Company shall not be liable for loss or damage sustained by reason of failure in or breakdown of facilities or equipment provided by third parties not under its control. In no event shall the Company's liability for any failure, breakdown or interruption in services exceed the charges applicable under this Tariff for such service.

2.4.3 The company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1."



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.4.4 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to, acts of God, fires, lightning, floods or other catastrophes; any law, order, regulations, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, any failure of local exchange company lines or delays caused by the underlying local exchange company or the Customer or end-user.

2.4.5 The Customer is required to notify the Company of any changes to Customer's equipment, including software controlling the equipment's function. The Company is not liable for interruptions in service caused by Customer's failure to notify the Company prior to any change.

2.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

2.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays associated with normal construction procedures of its underlying carrier(s). Such delays shall include, but not be limited, to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.4.8 The Company is not liable for any defacement of or damage to the Premises of a Customer (or authorized or Joint User) resulting from the furnishing of services or equipment of such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of agents or employees of the Company.

2.4.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company services provided hereunder.

2.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.4.11 The Company shall not be liable and shall be indemnified and saved harmless by any customer, end user, or other entity from all loss, claims, demands, suits or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, end user, or other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the Premises of any Customer, end user or any other entity or any other property whether owned or controlled by the Customer, end user, or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, end user, or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.

2.4.12 The Customer and any Authorized Users or Joint Users, jointly and severally, shall indemnify and save the Company harmless from claims, loss, damage, expense (including attorneys' fees and court costs), or liability for libel, slander, or copyright infringement arising from the use of the service; and from claims, loss, damage, expense or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer furnished, Authorized User, or Joint User furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or liability arising out of any commission or omission by the Customer, Authorized User, or Joint User in connection with the service. In the event that any such infringing use is enjoined, the Customer, Authorized User, or Joint User, at its option and expense shall obtain immediately a dismissal or stay or such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, Authorized



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

User, or Joint User shall defend, on behalf of the Company and upon the request by the Company, any suit brought or claim asserted against the Company for any such slander, libel infringement or other claims.

### 2.5 Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

### 2.6 Alternative Telephone Service

2.6.1 Alternative Telephone Service is defined as, except where technology impracticable, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services.

2.6.2 When alternative telephone service is appropriate, the customer may select one of the alternative telephone services offered by the Company. The alternative telephone service shall be provided at no cost to the customer for the provision of local service.

### 2.7 Installation

2.7.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.7.2 If the Company fails to keep a scheduled repair or installation appointment when a customer premises visit requires a customer to be present, the Company shall credit the customer $50 per missed appointment. A credit does not apply when the Company provides the customer with 24-hour notice of its inability to keep the appointment. The 24-hour notice period shall be construed to mean twenty-four (24) hours notice by the end of each four (4) hour window the day before the scheduled appointment.

2.7.3 Credits - New Service Installation Delays

2.7.3.A The Company shall install basic local exchange service within five (5) business days after receipt of an order from the customer unless the customer requests an installation dated that is beyond five (5) business days after placing the order for basic service. (If the Company offers basic local exchange service utilizing the network of network elements of another carrier shall install new lines for basic local exchange service within three (3) business days after provisioning has been completed by the other carrier.)

2.7.3.B If the Company fails to install basic local service within five (5) business days, the Company will waive 50% of any installation charges.

2.7.3.C If the Company fails to install service within ten (10) business days after the service application is placed, or fails to install service within five (5) business days after the customer's requested installation date, if the requested date was more that five (5) business days after the date of the order, the Company shall waive 100% of the installation charge, or in the absences of an installation charge, the Company shall provide a credit of $50.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.7.3.D For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, which ever is greater, the Company will either provide alternative telephone service or an additional credit of $20 per day, at the Customer's option until service has been installed.

2.7.3.E The customer shall be notified that he or she may choose alternative telephone service or an additional credit of $20 per day when installation is delayed continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, if the requested date was more than five (5) business days after the date of the order, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive $20 per day.

2.7.3.F If installation of service is requested on or by a date more that 5 business days in the future, the Company shall install service by the date requested.

2.7.3.G The terms of this section do not apply where Customer's service requires new or additional construction, including deployment of fiber or other facilities; regulatory, rights-of-way or other approvals; or the action or involvement of any third-party beyond the Company's control.

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



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.7.5 The provision of any services herein are subject to and contingent upon the company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, and may be required to be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses, and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Nebraska Public Service Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.

2.7.6 If the Company requires an outside plant build out or modification to provide service to the Customer the Company will notify the Customer of the need for the build out and an estimate of how soon the outside plant build out can be completed. If the Company determines that the outside plant build out is not possible or practical the Company will refer the customer to the ILEC for service since the Company, unlike the ILEC, does not receive funding from the Universal Service Fund or other such government related funds.

### 2.8 Establishing Credit

2.8.1 The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit.

2.8.2 Applicants for Service

2.8.2.A The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.8.2.B Business service applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan.

2.8.2.C If verification of an applicant's credit is required, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with the rules.

2.8.2.D If credit is not established, the Company may disconnect the service not sooner than five (5) days after delivery or eight (8) days after mailing of written notice of intention to disconnect.

2.8.2.F When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.

2.8.3 Customers

2.8.3.A A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Deposit section when any of the following conditions occur:

- During the first twelve (12) months that a customer receives service, the customer pays late four (4) times or has service disconnected by the Company for nonpayment two times.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

- After the first twelve (12) months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve (12) month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.

- After the first twelve (12) months that a customer has received service, the customer pays late at least six (6) times during any twelve (12) month period.

2.8.3.B Payment by the customer of delinquent bills may not of itself relieve the customer from the obligation of establishing credit.

2.8.3.C The Company will make its request for a deposit within forty-five (45) days after the event giving rise to the request takes place.

### 2.9 Deposits

The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.9.1 Amount of Deposit

The amount of the cash deposit may not exceed four (4) month's estimated usage for customers.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.9.2 Payment of Deposits

The company may request that a maximum of 1/3 of the amount of the requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two (2) billing periods shall be allowed for the balance of the deposit. A customer or applicant may, at their option, pay the deposit on a more expedited schedule.

2.9.3 Refund of Deposit

Deposits plus interest will automatically be refunded after being held for twelve (12) months so long as:

- The customer has paid any past due bill for service owed to the company;
- Service has not been discontinued for nonpayment;
- The customer has not paid late four (4) times, or
- The company has not provided evidence that the customer used a device or scheme to obtain service without payment.

2.9.4 Adjustments to Deposit

If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.9.5 Interest to be Paid on Deposits

Interest at the percentage rate determined annually by the Commission shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the customer as follows:

- By credit to the customer's account annually, or
- By payment, no more than once in any twelve (12) months' period, when requested by the customer, or
- By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the customer.

2.9.6 Records of Deposits

The Company shall maintain records of deposits together with interest, which collectively will show all transaction pertaining to each deposit. The Company shall provide the applicant or customer with a Deposit Receipt for any deposit received. The receipt will show the customer's name, service address, serial number, type of service, amount of deposit, rate of interest, date received, Company's name, and a statement of the conditions under which the deposit will be refunded.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

### 2.10 Payment for Services

2.10.1 The due date printed on the bill will be at least twenty-one (21) days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.

2.10.2 The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.

2.10.3 Billing inquiries may be directed to the Company at the number on the customer bill. When a customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the customer pays the undisputed portion of the bill; pays all future periodic bills by the due date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.

2.10.4 In the event a customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the company will refund the overcharge with interest from the date of overpayment by the Customer.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

### 2.11 Deferred Payment Agreements

2.11.1 All applicants for service who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the company, to make such arrangements.

2.11.2 The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the customer's or applicant's ability to pay, the customer's or applicant's payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the customer's or applicant's service.

2.11.3 An applicant for service or a customer will be required to pay no more than 1/3 of the amount past due at the time of entering into the Deferred Payment Agreement. The Company will allow the customer or applicant a minimum of four (4) months and a maximum of twelve (12) months in which to complete payment pursuant to this Agreement.

2.11.4 A Deferred Payment Agreement will be in writing, with a copy provided to the applicant or customer, and will explain that the customer is required to pay all future bills by the due date and provide the terms of the agreement as to how the delinquent amount is to be retired.

### 2.12 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (*e.g.*, county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

### 2.13 Late Payment Charge

The Company will assess a late payment charge equal to the amount prescribed in this tariff.

### 2.14 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

### 2.15 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

### 2.16 Termination of Service by Carrier

2.16.1 The Company may discontinue or refuse service for any of the reasons set forth below:

- For failure to make or increase a deposit as set forth herein.
- For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

- For failure to provide company representatives with necessary access to the company-owned service equipment, after the Company has made a written request for access.

- For failure to make payment in accordance with the terms of a deferred payment arrangement;

- The Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.

- For violation of or noncompliance with a Commission order.

- For violation of or noncompliance with any rules off the company on file with the Commission for which the company is authorized by tariff to discontinue service for violation or noncompliance on the part of the customer or user.

- For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.

- The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.

- Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

- Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.16.2 The following will not constitute sufficient cause for discontinuance or refusal of service:

- Except as set forth in Section 2.16.1. above, failure to pay the past due bill of a previous customer of the premises to be served, unless the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customer, or the previous customer is currently a member of the same household as the applicant.

- Failure to pay charges for directory advertising.

- Failure to pay the past due bill for a different class of service (where applicable).

- Failure to pay charges for terminal equipment or other telephone equipment purchased from the Company, an affiliate, or a subsidiary.

2.16.3 Discontinuance Procedures

- The Company will only discontinue service after it has mailed or delivered a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance will be delivered separately from any other written matter or bill.

- Notice of discontinuance will not be mailed before the third business day following the due date shown on the bill.

- Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company will not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

- In addition to the written notice, the company shall attempt to advise the customer when service is scheduled for discontinuance. The company shall not deliver more than two consecutive notices of discontinuance for past due bill without engaging in collection activity with the customer.

- Service will not be discontinued for a past due bill after 12:00 p.m. on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Nebraska, or any day when the utility's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three (3) hours of receipt of payment.

- Service will not be discontinued, and will be restored if discontinued, where a present customer who is indebted to the company enters into and complies with a Deferred Payment Agreement as described in Section 2.10 of these tariffs.

### 2.17 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.17.1 Credit for interruptions

2.17.1.A Subject to the exceptions contained in Section 2.17, when use of service or facilities is furnished by the Company is interrupted, the following adjustments of the monthly Recurring Charges subject to interruptions will be allowed for the service and facilities rendered useless and inoperable by the reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company.

2.17.1.B If the interruption lasts for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Company shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted.

2.17.1.C If the interruption last for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Company shall provide a credit for 33% of one month's recurring charges for all interrupted services.

2.17.1.D If the interruption last for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Company shall provide a credit 67% of one month's recurring charges for all interrupted services.

2.17.1.E If the interruption last for greater than ninety-six (96) hours but equal to or less than one hundred twenty (120) hours, Company shall provide a credit for one full month's recurring charges for all interrupted services.

2.17.1.F If the interruption last for greater than one hundred twenty (120) hours, Company will provide alternative phone service to the Customers or provide an additional credit of $20 per day, at the Customer's option.

2.17.1.G The credit for services applies to the following non-usage sensitive services:



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

- Monthly Basic Local Service
- End User Common Line Charge (EUCL) (may be referred to as Subscriber Line Charges -SLC)
- Flat Rated Extended Area Service (where applicable)

2.17.1.H For calculating credit allowances, every month is considered to have thirty (30) days. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.17.1.I The customer shall be notified that he/she may choose alternative telephone service or an additional credit of $20 per day when the service disruption continues beyond the initial 120-hour period, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive $20 per day.

2.17.2 Limitations on Credit for Interruption Allowance

Credits do not apply if the violations of a service quality standard:

2.17.2.A Occurs as a result of a negligent or willful act on the part of the customer.

2.17.2.B occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;

2.17.2.C Occurs as a result of, or is extended by, an emergency situation; An emergency situation is defined as:

- A declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

- An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company, or the first seven (7) calendar days of a strike or other work stoppage.

- A severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood fire that prevents the Company for restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

2.17.2.D An emergency situation shall not include:

- A single event caused by high temperature conditions alone.

- A single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or premises owed or operated by the Company.

- Any service interruption that occurs during a single event listed above, but are not caused by those single events.

- A single event that the Company could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive.

- Is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company.



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- Occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company.

- Occurs as a result of a Company's right to refuse service to a customer as provided by law.

- Occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for Service, subject to a Company's obligation for reasonable Facilities planning.

### 2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier. The Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

### 2.19 Dishonored Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution, shall be charged a per check fee as set forth in the rate section of this tariff.

If the customer remits to the company on more than one (1) occasion during a twelve (12) month period a check, draft, or other instrument which is dishonored the company may refuse acceptance of further checks and place the customer on a "cash" basis. Under a "cash" basis the company may require the customer to pay by money order, certified check or cash.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

### 2.20 Service Restoral Charge

The Company will charge a service restoral fee as set forth in this tariff.

This fee will be automatically waived for the customer's first service restoral each calendar year.

### 2.21 Customer Complaints

Customers can reach the Company's Customer Service department by dialing the number provided on the customer bill. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.

The Company shall direct its personnel engaged in personal contact with the applicant, customer, or user seeking dispute resolution to inform the customer of their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The Company shall further direct such supervisory personnel to inform such customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Nebraska Public Service Commission as follows:

Nebraska Public Service Commission
1200 N Street, Suite 300
Lincoln, NE 68508
Phone: 402-471-3101
Toll Free: 1-800-526-0017



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

### 2.22 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

### 2.23 Directory Listings

2.23.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.

2.23.2 The Company is not liable for any errors or omissions in directory listings.

### 2.24 Universal Emergency Telephone Number Service (*e.g.*, 911, E911)

2.24.1 Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.24.2 This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

2.24.3 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

2.24.4 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the data management system only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.24.5 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the PSAP.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

2.24.6 After the establishment of service, it is the public safety agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, tire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper PSAP.

2.24.7 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the public safety agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Under the terms of this tariff, the public safety agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the public safety agency or by any other party or person, for any 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.



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## SECTION 2 - RULES AND REGULATIONS (cont'd)

### 2.25 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.



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## SECTION 3 - RATES AND SERVICES

### 3.1 Service Area

The Company will provide Local Exchange Service throughout the geographic area serviced by its own outside plant, within the State of Nebraska.

### 3.2 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.2.1 Timing for all calls begins when the called party answers the call (*i.e.*, when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when the parties disconnects from the call.

3.2.3 Minimum call duration and additional increments for billing are specified in the description of each service.

3.2.4 No charges apply to incomplete calls.

3.2.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

### 3.3 Rate Periods

Company's services are not time of day sensitive unless otherwise specified. The same rate applies twenty-four (24) hours per day, seven (7) days per week.



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## SECTION 3 - RATES AND SERVICES (cont'd)

### 3.4 Promotional Offerings

The Company may, from time to time, offer promotions which may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will notify the Commission of promotional offerings prior to the effective date of the promotion.

### 3.5 Individual Case Basis (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

### 3.6 Returned Check Charge

$40.00 per check.

### 3.7 Service Restoral Charge

$50.00 per occurrence. This charge will automatically be waived on the first occurrence in each calendar year.

### 3.8 Late Payment Charge

Customers will be charged 1.5% per month of any amounts owed to the Company beyond the due date for such payment.



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## SECTION 3 - RATES AND SERVICES (cont'd)

### 3.9 Installation Charge

Customers will be charged an installation charge as described below.

### 3.10 RF Transport Service

3.10.1 General Service Offerings and Limitations:

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to emit RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

The specific limitations applicable to RF Transport Services are as follows:

- All optical services are provided on a single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20km.



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- The optical loss between a hub site and a remote node must not exceed 18dB.

3.10.2 Minimum Term:

The minimum service term for RF Transport Service is five (5) years.

3.10.3 Rates:

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

| Description | Fee per Segment |
|---|---|
| Nonrecurring connection charge | $100,000.00 |
| Monthly recurring charge | $15,000.00 |

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one (1) wavelength.



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## SECTION 3 - RATES AND SERVICES (cont'd)

### 3.11 Basic Local Exchange Service

3.11.1 Flat Rate Basic Business Line Service:

With the Flat Rate Basic Business Line Service, the customer pays a monthly rate for an unlimited number of outgoing calls within a specified local calling area.

3.11.2 Recurring and Nonrecurring Charges:

Charges for each Flat Rate Service line include a monthly recurring Base Service Charge for an unlimited number of outgoing calls within a specified local calling area. In addition to the nonrecurring charges listed below, service order charges apply. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

3.11.3 Rates:

| | Monthly | Nonrecurring |
|---|---|---|
| Flat Rate Basic Business Line Service | ICB | ICB |



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## SECTION 4 – EXCHANGE AREAS

### 4.1 Exchange Areas

The Company will offer service in the following exchanges and mirror the local calling areas as filed by the Incumbent Local Exchange Carriers.

| Exchange Area | Incumbent Local Exchange Carrier |
|---|---|
| Ainsworth | Qwest, Inc. |
| Alliance – West | Qwest, Inc. |
| Alliance – East | Qwest, Inc. |
| Atkinson | Qwest, Inc. |
| Atlanta | Qwest, Inc. |
| Axtell | Qwest, Inc. |
| Bayard | CenturyLink – NE |
| Bennington | Qwest, Inc. |
| Big Springs | Qwest, Inc. |
| Bridgeport | Qwest, Inc. |
| Broadwater | CenturyLink – NE |
| Broken Bow | Qwest, Inc. |
| Cairo | Qwest, Inc. |



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## SECTION 4 – EXCHANGE AREAS (cont'd)

### 4.1 Exchange Areas (cont'd)

| Exchange Area | Incumbent Local Exchange Carrier |
|---|---|
| Central City | Qwest, Inc. |
| Chadron | Qwest, Inc. |
| Chappell | CenturyLink – NE |
| Clarkson | Qwest, Inc. |
| Crawford/Whitney | Qwest, Inc. |
| Dakota City | Qwest, Inc. |
| Elkhorn/Waterloo | Qwest, Inc. |
| Elm Creek | Qwest, Inc. |
| Elwood | Qwest, Inc. |
| Emerson | Qwest, Inc. |
| Farwell | Qwest, Inc. |
| Fremont | Qwest, Inc. |
| Fullerton | Qwest, Inc. |
| Gering | CenturyLink – NE |



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## SECTION 4 – EXCHANGE AREAS (cont'd)

### 4.1 Exchange Areas (cont'd)

| Exchange Area | Incumbent Local Exchange Carrier |
|---|---|
| Gothenburg | Qwest, Inc. |
| Grand Island | Qwest, Inc. |
| Gretna | Qwest, Inc. |
| Harrison | Qwest, Inc. |
| Holdrege | Qwest, Inc. |
| Homer | Qwest, Inc. |
| Howells | Qwest, Inc. |
| Humphrey/Creston | Qwest, Inc. |
| Kimball | CenturyLink – NE |
| Laurel | Qwest, Inc. |
| Lexington | Qwest, Inc. |
| Loup City | Qwest, Inc. |
| Lyons | Qwest, Inc. |
| McCook | Qwest, Inc. |



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## SECTION 4 – EXCHANGE AREAS (cont'd)

### 4.1 Exchange Areas (cont'd)

| Exchange Area | Incumbent Local Exchange Carrier |
|---|---|
| Minatare | CenturyLink – NE |
| Minden | Qwest, Inc. |
| Mitchell | CenturyLink – NE |
| Morrill | CenturyLink -- NE |
| Norfolk | Qwest, Inc. |
| North Platte | Qwest, Inc. |
| O'Neill | Qwest, Inc. |
| Oakland | Qwest, Inc. |
| Ogallala | Qwest, Inc. |
| Omaha | Qwest, Inc. |
| Oshkosh | CenturyLink – NE |
| Oxford | Qwest, Inc. |
| Pender | Qwest, Inc. |
| Pilger | Qwest, Inc. |



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## SECTION 4 – EXCHANGE AREAS (cont'd)

### 4.1 Exchange Areas (cont'd)

| Exchange Area | Incumbent Local Exchange Carrier |
|---|---|
| Potter | CenturyLink – NE |
| Randolph | Qwest, Inc. |
| Schuyler | Qwest, Inc. |
| Scottsbluff | CenturyLink – NE |
| Silver Creek | Qwest, Inc. |
| South Sioux City | Qwest, Inc. |
| Springfield | Qwest, Inc. |
| St. Libory | Qwest, Inc. |
| St. Paul | Qwest, Inc. |
| Tekamah | Qwest, Inc. |
| Valentine | Qwest, Inc. |
| Valley | Qwest, Inc. |
| Wakefield | Qwest, Inc. |
| Wayne | Qwest, Inc. |



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## SECTION 4 – EXCHANGE AREAS (cont'd)

### 4.1 Exchange Areas (cont'd)

| Exchange Area | Incumbent Local Exchange Carrier |
|---|---|
| West Point | Qwest, Inc. |
| Wood River | Qwest, Inc. |
| Yankton | Qwest, Inc. |



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