This tariff is filed pursuant to Nebraska Public Service Commission Telecommunication Rules and Regulations. PEETZ COOPERATIVE TELEPHONE COMPANY is an interexchange carrier. PEETZ COOPERATIVE TELEPHONE COMPANY declares all services contained in this tariff to be competitive.

TARIFF SCHEDULES

applicable to

SPECIALIZED SWITCHING SERVICES

and

SPECIALIZED LEASED CHANNEL SERVICES

of

PEETZ COOPERATIVE TELEPHONE COMPANY

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

CHECK SHEET

The following pages listed below are effective as of date shown

Page	Revision	Page	Revision
Title	Original	41	Original
1	Original	42	Original
2	Original	43	Original
3	Original	44	Original
4	Original	45	Original
5	Original	46	Original
6	Original	47	Original
7	Original	48	Original
8	Original	49	Original
9	Original	50	Original
10	Original	51	Original
11	Original	52	Original
12	Original	53	Original
13	Original	54	Original
14	Original	55	Original
15	Original	56	Original
16	Original	57	Original
17	Original	58	Original
18	Original	59	Original
19	Original	60	Original
20	Original	61	Original
21	Original	62	Original
22	Original	63	Original
23	Original	64	Original
24	Original	65	Original
25	Original	66	Original
26	Original	67	Original
27	Original	68	Original
28	Original	69	Original
29	Original	70	Original
30	Original	71	Original
31	Original	72	Original
32	Original	73	Original
33	Original	74	Original
34	Original	75	Original
35	Original	76	Original
36	Original		
37	Original		
38	Original		
39	Original		
40	Original		

*** New or Revised Page**

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

TABLE OF CONTENTS

Section		Page
TITLE SHEET		
CHECK SHEET		1
TABLE OF CONTENTS		2
EXPLANATION OF SYMBOLS		4
1.	Application of Tariff	5
2.	Definitions	6
3.	General Rules and Regulations	16
3.1	Undertaking of the Company	16
3.2	Use of Service	16
3.3	Obligations of the Company	19
3.4	Obligations of the Customer	23
3.5	Payment Regulations	26
3.6	Credit Allowances	32
3.7	Equipment	34
3.8	Cancellation of Service	41
3.9	Determination and Rendering of Charges	43
3.10	Timing of Calls	45
3.11	Special Services	45
3.12	Fractional Charges	46
3.13	Application of State and Local Taxes	46
3.14	Telecommunications Relay Service (TRS)	49
4.	Service Descriptions	50
4.1	Message Telecommunications Service	50
4.2	Reserved For Future Use	52
4.3	Calling Card	53
4.4	Inbound Services	54
4.5	Other Service Arrangements	59
4.6	Supplemental Services	62
4.7	Promotional Offerings	62
5.	Reserved For Future Use	63

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

TABLE OF CONTENTS

Section		Page
6.	Service Charges	64
6.1	Message Telecommunications Service	64
6.2	Reserved For Future Use	66
6.3	Calling Card	67
6.4	Inbound Services	68
6.5	Other Service Arrangements	73
6.6	Supplemental Services	76

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

EXPLANATION OF SYMBOLS

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

CONCURRING CARRIER

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

1. APPLICATION OF TARIFF

1.1 This tariff applies to specialized switching services furnished by PEETZ COOPERATIVE TELEPHONE COMPANY, hereinafter referred to as the "Company", with its principle address at 601 Main, Peetz, Colorado 80747, for communications within the State of Nebraska. Service is furnished by wire, cable, radio and/or a combination thereof.

1.2 From time to time, the Company shall offer special promotional offerings allowing special discounts or modifications of its regular service offerings to its Customers. Such offerings may be limited to certain dates, times, and locations.

1.3 In the event the Company files to increase a rate(s) with the Commission, the Company will provide its Customers with notice of such filing prior to its effective date.

1.4 When services and facilities are provided in part by the Company and in part by other Companies, the regulations of the Company apply to that portion of the service or facilities which it supplies.

1.5 Service/trademarks of the Company are indicated by "™", registered service/trademark are indicated by "®", and copyrights are indicated by "©". In addition, the Company logo is a registered servicemark of the Company.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

2. DEFINITIONS

The following definitions apply for certain terms used generally throughout this tariff:

Access Code: A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence. These access codes include, but are not limited to, 950, 1-800 and 10XXX.

Access Line: A communication channel which is used for access to an Company service point.

Access Line Group: An access line or a number of access lines from a single Customer or authorized user location which have the same termination characteristics and which are arranged in a hunting sequence.

Accounting Code: A multi-digit code which enables a Customer to allocate long distance charges to internal accounts.

Additional Minute: The rate element used to bill for the chargeable time when a call continues beyond the initial minute.

Aggregator: Any person or entity, that is not an operator service provider and that in the ordinary course of its operations makes telephones available to the public or transient users of its premises, or university for telephone calls between points within this state that are specified by the user using an operator service provider.

Analog Transmissions: Denotes information transmitted in the form of continuously varying signal current and/or voltage.

Answer Supervision: An electrical signal fed back up the line by the local telco at the distant end of a long distance call to indicate positively the call has been answered by the called phone.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

2. **DEFINITIONS** (Cont'd)

Authorization Code: A multi-digit code which enables a Customer to access Company's network and enables the Company to identify the use of proper billing.

Authorized User: A person, firm, corporation, or other legal entity which is authorized by the Customer to be connected to the service of the Customer. An Authorized user(s) must be named in the application for service.

Autodialer: A device which allows the Customer to dial pre-programmed telephone numbers, such as the Company access number or authorization codes, by pushing one or two buttons. Dialers can be bought as a separate device and added to a phone.

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

Billed Party: The person or entity responsible for payment of the Company's service as follows:

For an Operator Assisted Call:

a. in case of a Calling card call, the holder of the calling card used by the Consumer;

b. in case of a Collect or Third Party call, the one responsible for the local telephone service at the telephone number that agrees to accept charges for the call; and

c. in the case of a Room Charge call, the Subscriber.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

For a Direct Dial Call:

Direct dial calls are billed to the originating live number, or the party assigned the Company's authorization code used to complete the call.

2. **DEFINITIONS** (Cont'd)

Billing Period: The interval between Customer invoice to Customer invoice which shall consist of approximately 30 days.

Business Service: The phrase "Business Service" means telecommunications service provided to the Customer for use primarily or substantially for a business, professional, institutional or other occupational purpose.

Calling Card Call: A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued by a local exchange or long distance telephone Company for this purpose.

Cancellation of Order: A Customer initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Channel: The path for electrical transmission between two or more points.

Collect Call: A billing arrangement which bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call, whether or not they are a presubscribed customer of the Company shall be responsible for all charges related to the call. Regardless of whether the person is a Customer of the Company or the individual receiving such a collect call shall be subject to the provisions of this tariff which are applicable to the call accepted.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

2. **DEFINITIONS** (Cont'd)

Commission: The Nebraska Public Service Commission.

Company: PEETZ COOPERATIVE TELEPHONE COMPANY

Connecting Carrier: A telecommunications Company, which may be either an interexchange or a local exchange carrier, that supplies the Company with facilities to originate or terminate the Company's long distance services.

Consumer: The term consumer means a person initiating any telephone call using operator services.

Customer: The Customer is the person, firm, corporation or other legal entity which: orders, cancels or amends service; is responsible for the payment of charges; and is responsible for compliance with all the Company tariff regulations.

Customer Dialed Calling Card Call: A Calling Card Call which does not require intervention by an attended operator position to complete.

Customer-Provided Facilities: All facilities, including those obtained from other communications common carriers, provided by the Customer and/or authorized user, other than those provided by the Company.

DISA: (Direct Inward System Access) This feature of a PBX or telephone system allows the outside caller to dial directly into the telephone system and access the system's features. A Customer would typically use this feature for making long distance calls away from the office using their less expensive business long distance lines.

Dedicated Access Service: The generic term for a service in which the Customer's traffic passes over an access line connecting the Customer's premise to a Company switch, which is used solely for that Customer's traffic.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

2. **DEFINITIONS** (Cont'd)

Designated Service Date: Denotes the Customer specified installation date requested at the time the order for service is initiated. If the Company finds it cannot provide service by that date, the designated service date becomes that date specified by the Company on which the installation of service can be performed.

Designated Service Point: The Customer designated point of termination of a local distribution channel. The designated service point may be a Customer or authorized user premise or a local exchange Company central office or centrex station.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

EAS: Extended Area Service.

End User: An individual or entity designated by the consumer to be responsible for the payment of calls placed using the Company's Services.

Equal Access Office: Switch operated by the Company equipped with the hardware and software required to allow the customers to presubscribe to the interexchange carrier of their choice.

Equal Access Code: An access code that allows the consumer to obtain an equal access connection to the carrier associated with that code.

Excessive Call Attempt: An attempt to make a call over the Company's network using an invalid authorization code during a measured 15 minute period within which 10 or more incomplete call attempts are made from the same access line, and where those attempts do not complete because an invalid authorization code(s) was used.

FCC: Federal Communications Commission.

Foreign Exchange Service: Foreign exchange service provides subscribers with the capability of local dialing in a remote exchange via private line services.

Hertz: Is a unit of frequency equal to one cycle per second.

Holiday: One of the following Federally recognized Holidays: Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

2. **DEFINITIONS** (Cont'd)

Message: Represents an interexchange toll call for which appropriate charges shall be assessed.

Initial Minute: The rate element used to bill for the first chargeable minute, or fraction thereof, of a call.

Line Haul Mileage: Denotes mileage distance between the Company Terminal Office Cites.

Local Access Line or Local Distribution Channel: The facility consisting of the necessary equipment and local telephone Company lines which are required to interconnect the Customer's or authorized user's premises to a Company Service Point within the same local exchange area or extended service area.

Local Access Transport Area (LATA): A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area: Denotes a geographic area in which a Local Exchange Company end user may complete a call without incurring long distance charges.

Local Exchange Area: The term "Local Exchange Area" denotes a unit established by the company for the administration of communications services in a specified area which usually embraces a city, town, or village and its environs. Specific definitions of the Company local exchange areas are available upon request.

Local Exchange Carrier (LEC): A Company which provides telecommunications service within a local exchange LATA.

Local Time: The time observed, standard or daylight savings, at the rate center associated with the originating point of the call.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted, Direct Dial Call, Calling Card or Third Party Call.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

2. **DEFINITIONS** (Cont'd)

Measured Service: The provision of intrastate long distance measured time communications telephone service to Customers who access the Company's service at its switching and call processing equipment by means of access facilities obtained from a local exchange carrier. The Company is responsible for arranging for the access line.

Mileage Rate Band: Mileage interval used to establish rates for the Company services.

Minimum Average Time Requirements (MATR): A generic term indicating a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period.

Modem: A device which modulates and/or demodulates signals for proper transmission via dedicated or switched facilities.

Multiple Channel Service: Is a service offering whereby a Customer may order more than one leased channel where the line haul mileage of the channels falls within the same mileage rate band.

Normal Business Hours: Normal business hours are represented by the period between 8:30 a.m. and 2 p.m., Monday through Friday, excluding holidays.

Operator Assisted Call: An intrastate telephone connection completed through the use of the Company's Operator Services.

Operator Service Charge: A non-measured (fixed) surcharge which is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted Call.

Operator Services: Any telecommunications service that includes, as a component, any automated or live assistance afforded to a consumer to arrange for the billing and/or completion, of a telephone call that are specified by the user through a method other than:

* Automatic Completion with billing to the telephone from which the call originated;
* Completion through an access code or a proprietary account number used by the consumer, with billing to an

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

2. **DEFINITIONS** (Cont'd)

Operator Services: (Continued)

account previously established with the carrier by the consumer; or

* Completion in association with directory assistance services

Other Communications Common Carrier: A government regulated entity offering communications services to the public.

Point of Presence: Locations where the Company maintains through its own facilities or through arrangements with other carriers an operations center for purposes of providing long distance service.

Premises: All buildings occupied by the Customer and/or his authorized user on a contiguous property (except railroad right of way, etc.) not intersected by a public road.

Presubscribed Provider of Operator Services: The Provider of Operator Services to which the Consumer is connected when the Consumer places a call using a Provider of Operator Services without dialing an access code.

Responsible Organization (Resp. Org.): The carrier entity that has responsibility for the management of 800 numbers in the Service Management System (SMS) including maintaining Customer records in the SMS system. Also, the entity which accesses the SMS to: a) search for and reserve 800 numbers; b) create and maintain 800 number Customer records, including call processing records; and c) provide a single pint of contact for trouble reporting. The SMS recognizes one Resp. Org. for each 800 number.

Service: Service means any or all service(s) provided pursuant to this tariff.

Service Control Point (SCP): The real-time data base system in the Service network that contains instructions on how Customers wish their calls to be routed, terminated or otherwise processed.

Service Points: Those cities from which the Company makes its services available to its customers.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

2. **DEFINITIONS** (Cont'd)

Special Access Line (SAL): A dedicated Analog DAL or Digital T-1 Access Line(s) directly connecting Customer's telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

Special Promotional Offering: Special discounts or modifications of the company's regular service offerings which may, from time to time, be offered to its Customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

Special Services: Denotes service provided and performed by the Company involving special engineering, design, programming, development or production activities to provide services requested by a Customer to meet special needs not otherwise provided under this tariff.

Station: Any location from which a message can be originated or received.

Station-to-Station Call: A call placed to a telephone number, with the understanding that the caller will speak to any person who answers the called number.

Subscriber: A person or other entity that selects a telecommunications Company to be the Presubscribed Provider of Operator Services for one or more locations within that person or entity's control.

Subscription Agreement: A standard form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the long distance service required.

Switch: A local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks through electronic services which are used to provide circuit routing and control.

Switched Access Service: Provides the ability to originate and terminate calls between two end user's premises over facilities of the Telephone Company.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

2. **DEFINITIONS** (Cont'd)

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence over dedicated or switched facilities.

Terminal Equipment: Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets used for origination or termination of telecommunications services.

Third Party Call: A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Vertical Features: Services such as call validation, "Plain Old Telephone Service" (POTS) number translation, and provision of statistical information on the Customer's 800 traffic, which may be obtained by the Company from local Exchange Company access tariffs on behalf of 800 Service Customer for which the Company serves as Resp. Org.

Voice-Grade Channel: Denotes a communications channel with a nominal bandwidth of 4,000 hertz.

Weekday: One of the normal business days of the week, Monday through Friday, excluding Holidays and Weekend periods.

Weekend: The period from 11 p.m. Friday to, but not including 8 a.m. Monday.

WATS: Wide Area Telecommunications Service.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. GENERAL RULES AND REGULATIONS

3.1 UNDERTAKING OF THE COMPANY

3.1.1 General

3.1.1.1 The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to this tariff may be utilized only for the transmission of communications by Customers consistent with the terms of this tariff, and the rules and regulations of the State of Nebraska.

3.1.1.2 Subject to unavoidable network interruptions, the Company shall endeavor to provide services and facilities 24 hours a day, 7 days a week.

3.1.2 Availability

3.1.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment of the Company and/or the Local Exchange Carrier serving the customer. The Company reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available.

3.1.2.2 The Company reserves the right to suspend service or delay service installation until sufficient network facilities are available to meet the anticipated traffic demand, or terminate a service request with a full refund of any charges billed to the Customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.

3.2 USE OF SERVICE

3.2.1 Services furnished by the Company may not be used for any unlawful purpose.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.2 USE OF SERVICE (Cont'd)

3.2.2 No restrictions apply on sharing or resale of services. The Customer remains liable for all obligations under this tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same.

3.2.3 Use of the services herein in a manner that could interfere with the services provided to other Customers, harm the facilities of the Company or others is prohibited.

3.2.4 In the event that the Company determines, based upon its sole judgment, that there is fraudulent use of either the services furnished by the Company or the Company's network, the Company will without liability to the Customer discontinue service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.2.4.1 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, such as calling card codes, which the Company deems, in its sole judgment, is necessary to take such action to prevent unlawful use of its services. The Company will restore service as soon as it can be provided without undue risk.

3.2.4.2 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems, in its sole judgment, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.2 USE OF SERVICE (Cont'd)

3.2.5 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent.

3.2.6 If a Customer utilizes a dedicated access line between the Customer's premises and the Company's service office for the origination or termination of calls, the Customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.

3.2.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules.

3.2.8 With the use of the Company authorization codes, the Customer agrees to pay the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization codes.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY

3.3.1 Liability

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this tariff shall not exceed an amount equal to the monthly recurring charge to the Customer for one (1) month, if any, or as otherwise set forth in the outage credit provisions of this tariff provided, however, that:

3.3.1.1 The Company's liability for its willful misconduct is not limited by this tariff.

3.3.1.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control, including, not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.

3.3.1.3 The Company shall have no liability to any person or entity other than its Customer.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.1 Liability (Cont'd)

3.3.1.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against the following:

.1 Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise defamation, liable, slander, invasion of privacy, infringement of copyright or patent, arising from, or in connection with, the material, data, information, or other content transmitted over the services or facilities furnished by the Company.

.2 Any claim, loss, expense or damage (including, but not limited to reasonable attorney's fees and expenses) for any act or omission of the Customer or its agents and contractors, or due to the failure of Customer-provided equipment, facilities, systems or services.

.3 Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company; and/or

.4 Any use by the Customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its products or services.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.1 Liability (Cont'd)

3.3.1.5 All or a portion of the service provided pursuant to this tariff may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of errors or defects caused by such third parties.

3.3.1.6 Where any claim arises out of the Company's acting as a Resp. Org. or where the Company's Services are not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the Customer, or the number(s) is not included in the Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure(s), or (b) the sum of $1,000.00.

3.3.1.7 The Company shall not be liable for the use, misuse or abuse of a Customer's service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

3.3.1.8 Not withstanding Section 3.3.1.5, in the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.1 Liability (Cont'd)

3.3.1.9 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of any service(s) to any Customer if the Company determines in its sole discretion that the Customer is using the service(s) to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including, but not limited to, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and 800 calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

3.3.1.10 The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer-provided equipment which are transmitted or carried on the Company network or the network over which its traffic is carried. The Company's Customer Service agents may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 OBLIGATIONS OF THE CUSTOMER

3.4.1 The Customer shall be responsible for damages to the Company's facilities or that of its network providers caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service at the customer through the negligence of the customer.

3.4.2 The Customer will guarantee the performance by his authorized user(s) of all provisions of this tariff and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of this tariff.

3.4.3 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under this tariff, provided however, that where there is not interruption of use or relocation of the services, such assignment or transfer may be made to the following:

(a) Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or

(b) A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.4.3 (Cont'd)

If the Customer wishes to assign or transfer the right to use services provided under this tariff, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

3.4.4 The Customer of the Company's 1+, 0+ (sent paid), calling card, and/or Inbound Service is responsible for payment for all calls placed:

(a) via the Customer's local telephone service number(s);

(b) via dedicated access lines to the Company facilities and/or network;

(c) via the Customer's 800 Service number(s) either intentionally or mistakenly placed;

(d) originated at the Customer's number(s);

(e) accepted at the Customer's number(s) (e.g. collect calls); and
(f) billed to the Customers number via third number billing.

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, 0+ (sent paid), dedicated lines or Inbound Service; which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.4.5 The Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may disconnect or refuse to furnish Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnection's, the Customer will be notified in writing in advance of the termination of service.

3.4.6 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange Company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provide pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 PAYMENT REGULATIONS

3.5.1 Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

3.5.2 The Customer is responsible for payment of all charges for service(s) furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. 800 Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.

3.5.3 A Customer is responsible for payment for all calls placed to or via the Customer's telephone number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's 800 Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the customer's 800 number by mistake.

3.5.4 If notice of a dispute with respect to charge is not received, in writing, within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 30 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee which shall be imposed at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 PAYMENT REGULATIONS (Cont'd)

3.5.5 If a Customer accumulates more than $1,000 of undisputed delinquent charges, the Company's Resp Org reserves the right not to honor that Customer's request for a Resp Org change and the Company reserves the right not to honor that Customer's request for a carrier change until such undisputed charges are paid in full.

3.5.6 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.

3.5.6.1 Applicants or Customers whose credit worthiness is not acceptable to the Company, or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to two (2) months, actual or estimated, charges for the services provided plus estimated toll charges for two (2) months. The Company may increase the amount of any deposit previously required if increased usage or additional services warrant it or where the customer's payment record is not satisfactory.

New and existing residential customers may pay for deposits or increases in existing deposits in installments over a period of three (3) months.

Where the customer's business is of a hazardous or temporary nature, the Company may bill such customer on other than a monthly basis with a corresponding adjustment in the deposit or guarantee requirement.

3.5.6.2 In the case of a deposit, interest will be paid for the period during which the deposit is held by the Company. Deposits will bear simple interest at seven percent (7%) per annum. No interest will be paid on deposits held less than thirty (30) days. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be canceled by the Company upon written notice.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 PAYMENT REGULATIONS (Cont'd)

3.5.6 (Cont'd)

3.5.6.2 (Cont'd)

A receipt will be issued to every subscriber from whom a deposit is received. A record of this receipt will be kept by the Company.

Records will be maintained by the Company for each deposit showing the account telephone number, the name of the customer making the deposit, the address of each depositor, if known, the date of receipt of the deposit and the amount of the deposit. These deposit records shall include deductions representing sums due and unpaid to the Company, when the depositor ceased to be a customer and the date thereof, together with such other information as the Company may deem necessary to make a complete record of each deposit.

3.5.6.3 In the case of residential service the deposit will be refunded upon request of the customer after twelve (12) consecutive months of prompt payment and refunded voluntarily after twenty-four consecutive months of prompt payment.

In the case of business service, the deposits will be refunded after thirty-six (36) months of prompt payment.

Deposits may be refunded sooner at the Company's discretion. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount.

When the deposit is refunded, the customer will receive a statement showing the amount of the deposit, together with the amount of unpaid interest accrued thereon to the date of the refund and the period covered thereby.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

If any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 PAYMENT REGULATIONS (Cont'd)

3.5.6 (Cont'd)

3.5.6.3 (Cont'd)

deposit and accumulated interest against the Customer's unpaid balance.

When such customer's deposit is applied to an unpaid bill, the customer will receive a statement showing the bill then due and unpaid, the amount of the deposit, together with the accrued interest thereon and the period covered thereby and the balance due or remaining to the credit of the depositor.

3.5.6.4 Guarantors shall be accepted in lieu of deposits on the following basis:

a. The guarantor must be satisfactory to the Company.

b. The guarantor will guarantee the payment of all specific charges for access line facilities and services covered on the date the guarantee arrangement is entered into. The guarantor's liability shall not exceed the amount otherwise required as a deposit by the Company from the customer.

c. The guarantor's obligation will cease:

1. Upon the customer discontinuing service, or

2. After twelve (12) consecutive months of prompt payment, or

3. After ten (10) business days written notice by the guarantor to the Company, the customer would be subject to suspension of service unless a security deposit is received before the date the guarantor's obligation ceases.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 PAYMENT REGULATIONS (Cont'd)

3.5.6 (Cont'd)

3.5.6.4 (Cont'd)

d. The Company will have six (6) months, from the date a guarantor's obligation ceases, in which to accumulate charges incurred prior to such date for which the guarantor may be obligated.

e. The Company will provide written notification to the guarantor verifying date the guarantor's obligation ceases.

3.5.7 In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 PAYMENT REGULATIONS (Cont'd)

3.5.8 In the event that a check or draft tendered by a Customer is returned, a fee of $15 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.

3.5.9 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company of its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.

3.5.10 In cases involving toll fraud, the Company may backbill for one and one-half (1 1/2) years from the point when such fraud was detected and/or quantified.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.6 CREDIT ALLOWANCES

3.6.1 Interruption of Service

3.6.1.1 No credit will be allowed for relinquishing facilities in order to perform routine maintenance.

3.6.1.2 Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company unless otherwise provided by the terms or this tariff.

3.6.1.3 No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer, its authorized user(s) , officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service at the customer through the negligence of the customer..

3.6.1.4 Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer.

3.6.1.5 The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

3.6.1.6 Only those portions of the service or equipment operation materially interfered with will be credited.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.6 CREDIT ALLOWANCES (Cont'd)

3.6.2 Outage Credit

3.6.2.1 No credit shall be given for an interruption of less than 2 hours.

3.6.2.2 The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.) Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

3.6.2.3 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues. Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 EQUIPMENT

3.7.1 Customer Obligations

3.7.1.1 The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.

3.7.1.2 Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routine maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the tariff, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.

3.7.1.3 The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.

3.7.1.4 The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 EQUIPMENT (Cont'd)

3.7.1 Customer Obligations (Cont'd)

3.7.1.5 The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.

3.7.1.6 The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempts to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.

3.7.1.7 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.

3.7.1.8 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:

(a) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;

(b) the reception of signals by Customer-provided equipment; or

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 EQUIPMENT (Cont'd)

3.7.1 Customer Obligations (Cont'd)

3.7.1.8 (Cont'd)

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

3.7.2 Terminal Equipment

3.7.2.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided in this tariff. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

3.7.2.2 When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.

3.7.2.3 When service(s) using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 EQUIPMENT (Cont'd)

3.7.2 Terminal Equipment (Cont'd)

3.7.2.3 (Cont'd)

.1 When the facilities furnished under this tariff are used in common with local telephone company services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the carrier for each application, to be consistent with the signal power allowed on the telecommunications network as specified in FCC Part 68 Rules and Regulations.

.2 To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power in the following bands to be applied by the Customer provided equipment or communications system at the point of termination to insure that the input to facilities of the Company or other communications company that the company connects with does not exceed the limits indicated.

a. The power in the band from 3,995 hertz to 4,000 hertz shall be at least 19 dB below the power of the signal as specified in Subsection .1 preceding.

b. The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 24 dB below one milliwatt.

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

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 EQUIPMENT (Cont'd)

3.7.2 Terminal Equipment (Cont'd)

3.7.2.3 (Cont'd)

.2 (Cont'd)

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

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

.3 Where there is connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is 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.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 EQUIPMENT (Cont'd)

3.7.2 Terminal Equipment (Cont'd)

3.7.2.3 (Cont'd)

.4 Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in a. through d. following:

a. The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.

b. The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.

c. The conductor voltage shall be such that the conductor-to-ground voltage limit in .2 preceding is not exceeded. If the signal source is not grounded, the voltage limit in .2 preceding applies to the conductor-to-conductor voltage.

d. The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors are indicated.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 EQUIPMENT (Cont'd)

3.7.2 Terminal Equipment (Cont'd)

3.7.2.3 (Cont'd)

.4 (Cont'd)

For Frequencies Between	Weighting Factor
50 Hertz and 100 Hertz	$f^2/10^4$
100 Hertz and 300 Hertz	$f^{3.3}/10^{6.6}$

Where f is the numerical value of the frequency, in hertz, of the frequency component being weighted.

3.7.2.4 If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice, terminate the customer's service immediately.

3.7.2.5 The Customer shall also comply with the minimum protective criteria generally accepted in the telephone industry including Part 68 of the FCC Rules and Regulations, and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.8 CANCELLATION OF SERVICE

3.8.1 For any of the following reasons, the Company may discontinue service upon at least 10 days' notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.

3.8.1.1 In the event that a Customer's bill remains unpaid after more than thirty days following rendition of the bill.

3.8.1.2 In the event of a violation of any regulation governing the service under this tariff, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.

3.8.1.3 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

3.8.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this tariff or otherwise, or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this tariff by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this tariff. Cancellation will be effective on the date specified on the notice.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.8 CANCELLATION OF SERVICE (Cont'd)

3.8.3 Service may be canceled by the Customer only on not less than 30 days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the customer will be responsible for any usage over the line.

3.8.4 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.

3.8.5 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

3.8.6 Except as otherwise provided in this tariff or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.

3.8.7 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

3.8.8 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is canceled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.9 DETERMINATION AND RENDERING OF CHARGES

3.9.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.

3.9.2 Subject to the Company's right to cancel or suspend services as otherwise provided in this tariff, the minimum service period is 30 days. Termination by Customer is effective 30 days after receipt by the company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this tariff or other agreement between the Customer and the Company.

3.9.3 In situations where a Special Service is requested, the minimum service period and charges will be determined on a case-by-case basis.

3.9.4 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.

3.9.5 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.

3.9.6 The duration of a call is rated in intervals of the billing increments described for each service provided in this tariff. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.

3.9.7 Computed usage charges or credits for each call are rounded to the nearest cent when possible.

RECEIVED
DEC 20 2002
NPSC-Comm. Dept.