PINPOINT COMMUNICATIONS, INC. NEBRASKA PSC TARIFF NO. 1

## NEBRASKA PSC TARIFF NO. 1 ORIGINAL TITLE PAGE

## LOCAL EXCHANGE SERVICE

# PINPOINT COMMUNICATIONS, INC.

# REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE SERVICE WITHIN THE STATE OF NEBRASKA

NPSC - Comm. Dept

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## LOCAL EXCHANGE SERVICE

## **CHECK SHEET**

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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## LOCAL EXCHANGE SERVICE

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## NEBRASKA PSC TARIFF NO. 1 REVISION 4 PAGE NO. 4

## LOCAL EXCHANGE SERVICE

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### LOCAL EXCHANGE SERVICE

# EXPLANATION SYMBOLS REFER MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

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

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.



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## NEBRASKA PSC TARIFF NO. 1 REVISION 2 PAGE NO. 9

# LOCAL EXCHANGE SERVICE

# **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Pinpoint Communications, Inc. to Customers within the local exchange service area defined below:

McCook NE	
Oxford NE	
Holdrege NE	
Minden NE	
Alma NE	(T)
Wilsonville NE	(T)
North Platte NE	(T)



# PINPOINT COMMUNICATIONS, INC. NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 10

## LOCAL EXCHANGE SERVICE

## **SECTION 1 - Definitions**

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Business Telephone Service:** Telephone service to a business location, or to a residential location and which is listed in the business section of the local telephone book.

**Call Forward Busy**: Automatically routes incoming calls to a designated answering point when the called line is busy.

**Call Forward No Answer**: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

**Call Forward Remote Access:** Allows a customer to change the forwarding of a call from a remote location by dialing in and pressing a series of codes.

**Call Forward Variable**: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

**Call Hold**: Allows the User to hold one call for any length of time provided that neither party goes On Hook.

**Call Park**: Allows a User to "park a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.



## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 11

## LOCAL EXCHANGE SERVICE

#### SECTION 1 - Definitions, cont'd.

**Call Pickup**: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

**Call Trace:** Allows a Customer who has been receiving harassing or annoying phone calls to have the number of the caller recorded for follow-up by appropriate law enforcement agencies.

**Call Transfer/Consultation/Conference**: Provides the capability to transfer or add a third party, using the same line.

**Call Waiting**: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

**Call Waiting Cancel**: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Number Delivery (Caller ID): Identifies the 10-digit number of the calling party.

**Calling Number Delivery Blocking**: Blocks the delivery of the number to the called party on a per call basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: PINPOINT COMMUNICATIONS, INC., which is the issuer of this tariff.

**Conference/Six-Way**: The User can sequentially call up to five other people and add them together to makeup a six-way call.



## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 12

### LOCAL EXCHANGE SERVICE

#### SECTION 1 - Definitions, cont'd.

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

**Customer Group Dialing Plan**: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

**Direct Inward Dialing (DID)**: A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

**Do Not Disturb**: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial station sets.

**Exchange Carrier**: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Holidays: New Year's Day, Martin Luther King Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

**Hunting**: Routes a call to an idle station line. With Serial Hunting, Calls to a member of a hunt group will search from that point to the end of the group and stop.

**Individual Case Basis**: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 13

### LOCAL EXCHANGE SERVICE

#### SECTION 1 - Definitions, cont'd.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**LATA**: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Least Idle Trunk Selection (LIDL)**: LIDL trunk selection SCCurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

**Local Calling**: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Mbps: Mcgabits, or millions of Bits, per second.

**Message Waiting**: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

**Most Idle Trunk Selection (MIDL)**: MIDL Trunk selection occurs when a switching unit sclects from a Trunk group the Trunk that has been idle for the longest period of time.

**Multiple Appearance Directory Numbers**: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 14

### LOCAL EXCHANGE SERVICE

#### SECTION 1 - Definitions, cont'd.

**Non-Recurring Charges**: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook**: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

**Presubscription**: A process whereby a Customer chooses a long distance carrier and is then able to access that carrier by dialing 1+.

**Recurring Charges**: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Repeat Dialing: Allows a customer to dial the same number over again by pressing a specific code

**Residential Service:** Telephone service to a business location, or to a residential location which is listed in the business section of the local telephone directory.

**Resold Services**: Local exchange services provided by the Incumbent Local Exchange Carrier and resold by the Company.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 15

### LOCAL EXCHANGE SERVICE

## SECTION 1 - Definitions, cont'd.

Services: The Company's telecommunications services offered on the Company's network.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

**Speed Call**: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**User**: A Customer or any other person authorized by the Customer to use service provided under this tariff.

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# NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 16

### LOCAL EXCHANGE SERVICE

#### **SECTION 2 - Regulations**

#### 2.1 Undertaking of the Company

### 2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Nebraska under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

## 2.1.2 Shortage of Equipment of Facilities

- 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. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 3. The furnishing of service under this tariff is subject to the availability to the Company of adequate numbering resources and may be subject to the Company's implementation of interconnection arrangements with incumbent local exchange carriers in Nebraska.



## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 17

## LOCAL EXCHANGE SERVICE

## SECTION 2 - Regulations, cont'd.

### 2.1 Undertaking of the Company

#### 2.1.3 Terms and Conditions

- 1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 3. At the expiration of the initial term specified in each Service Order, 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 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 4. In any action between the parties to enforce any provisions of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 5. This tariff shall be interpreted and governed by the laws of the State of Nebraska.



## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 18

#### LOCAL EXCHANGE SERVICE

## SECTION 2 - Regulations, cont'd.

#### 2.1 Undertaking of the Company, cont'd.

#### 2.1.3 Terms and Conditions, cont'd.

- 6. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 7. 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 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.
- 8. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.8 below.
- 9. The Customer agrees to return to the Company all Company-provided termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 10. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct, space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the company makes similar facilities under its control available to its customers.

## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 19

#### LOCAL EXCHANGE SERVICE

### SECTION 2 - Regulations, cont'd.

### 2.1 Undertaking of the Company, cont'd.

## 2.1.4 Liability of the Company

- 1. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages (including any such claim or suit arising out of or related to the reservation of any specific number for use with a service), associated with the ordinary" installation (including delays thereof) provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 20

#### LOCAL EXCHANGE SERVICE

### SECTION 2 - Regulations, cont'd.

### 2.1 Undertaking of the Company, cont'd.

- 3. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; hurricanes; storms; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 4. The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 5. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 6. The Customer shall indemnify and hold 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, condition, location or use of any installation provided

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 21

### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

### 2.1 Undertaking of the Company, cont'd.

- 6. (cont'd) by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 7. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 8. Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the Company's service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: (1) claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; (2) patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and (3) all other claims arising out of any act or omission of the Customer or others in connection with any service provided by the Company pursuant to this tariff.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 22

## LOCAL EXCHANGE SERVICE

## SECTION 2 - Regulations, cont'd.

#### 2.1 Undertaking of the Company, cont'd.

- 9. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 10. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 11. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 23

#### LOCAL EXCHANGE SERVICE

### SECTION 2 - Regulations, cont'd.

### 2.1 Undertaking of the Company, cont'd.

- 12. The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, 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, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- The Company shall not be liable for the Customer's failure to fulfill its 13. obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials for interconnecting the terminal equipment or and supplies, communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injurc its personnel or degrade service to

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# NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 24

## LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.1 Undertaking of the Company, cont'd.

- 13. (cont'd) other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, equipment, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.
- 14. With respect to Emergency Number 911 Service:
  - (a) This service is offered solely 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 any 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.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 25

#### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.1 Undertaking of the Company, cont'd.

#### 2.1.4 Liability of the Company, cont'd.

14., cont'd.

- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.
- 15. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.



# NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 26

## LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.1 Undertaking of the Company, cont'd.

- 16. In conjunction with a nonpublished telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 17. When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- 18. In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 19. The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 27

### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.1 Undertaking of the Company, cont'd.

#### 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. However, some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

#### 2.1.6 Provision of Equipment and Facilities

- 1. The Company shall 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. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 28

### LOCAL EXCHANGE SERVICE

### SECTION 2 - Regulations, cont'd.

#### 2.1 Undertaking of the Company, cont'd.

#### 2.1.6 Provision of Equipment and Facilities, cont'd.

- 3. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- 4. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 5. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 29

### LOCAL EXCHANGE SERVICE

### SECTION 2 - Regulations, cont'd.

## 2.1 Undertaking of the Company, cont'd.

## 2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, 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 periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

### 2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

### 2.2 Prohibited Uses

- **2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- **2.2.2** The Company will require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and SCC regulations, policies, orders, and decisions.
- **2.2.3** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

## 2.3 Obligations of the Customer

## 2.3.1 General

The Customer shall be responsible for:

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- 1. the payment of all applicable charges pursuant to this tariff;

## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 30

### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.3 Obligations of the Customer, cont'd.

#### 2.3.1 General, cont'd.

- 2. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- 3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic or other cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.



## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 31

### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.3 Obligations of the Customer, cont'd.

#### 2.3.1 General, cont'd.

- 5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.3.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 7. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- 8. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.



## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 32

### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.3 Obligations of the Customer, cont'd.

#### 2.3.2 Claims

With respect to any service, equipment or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- 1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 2. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 33

#### LOCAL EXCHANGE SERVICE

### SECTION 2 - Regulations, cont'd.

### 2.4 Customer Equipment and Channels

### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

#### 2.4.2 Station Equipment

The Customer is responsible for providing and maintaining any terminal 1. equipment on the Customer's (or authorized user's or joint user's) premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with The Company will, where practicable, notify the those regulations. Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.4 Customer Equipment and Channels, cont'd.

#### 2.4.2 Station Equipment, cont'd.

2. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilitics is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

## 2.4.3 Interconnection of Facilities

- 1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2. Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 3. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.



## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 35

## LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.4 Customer Equipment and Channels, cont'd.

### 2.4.4 Inspections

- 1. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within 10 days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to take such actions and provide such notice, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.



## NEBRASKA PSC TARIFF NO. 1 REVISION 8 PAGE NO. 36

#### LOCAL EXCHANGE SERVICE

## SECTION 2 - Regulations, cont'd.

### 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

1. Taxes and Surcharges: Applicable taxes or surcharges levied on the Company by any taxing authority or governmental agency, such as the Federal Communications Commission (FCC) or the Nebraska Public Service Commission for direct charge to the customer shall be added to the customer's regular monthly billing. Such taxes and surcharges include sales taxes, license taxes, E-911 Surcharge, Telecommunications Relay Service (TRS) Surcharge, or other such charges as may be mandated by any authority or governmental agency having jurisdiction over the Company.

TRS Surcharge: The TRS, f/k/a the Nebraska Dual Party Relay Surcharge, is three cents (\$.03) per month on the first one hundred (100) telephone numbers or functional equivalent per subscriber.

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NPSC Comm. Dept.

Issue Date: June 14, 2019

Effective Date: July 1, 2019
## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 37

## LOCAL EXCHANGE SERVICE

## SECTION 2 - Regulations, cont'd.

#### 2.5 Payment Arrangements

#### 2.5.1 Payment for Service, cont'd.

2. A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.<sup>1</sup> This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

<sup>&</sup>lt;sup>1</sup>Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.



### NEBRASKA PSC TARIFF NO. 1 REVISION 1 PAGE NO. 38

#### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.5 Payment Arrangements, cont'd.

#### 2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- 1. All service, installation, monthly Recurring Charges and Non Recurring Charges are due and payable upon receipt.
- 2. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Charges based on measured or message usage will be included on the next invoice rendered following the end of the billing period in which the usage occurs, and will be due and payable within 10 days after the invoice is mailed.
- 3. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 4. Amounts not paid by the 10<sup>th</sup> of the month following the date of the invoice are considered past due and the account will incur a \$10.00 late payment charge.
- 5. A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

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## NEBRASKA PSC TARIFF NO. 1 REVISION 1 PAGE NO. 89

## LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

## 3.1 Local Exchange Service, cont'd.

## 3.1.5 ISDN-PRI SERVICE

## 5. Rates and Charges

### 2. Rates

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a.	Primary Rate Access Facility, each	ICB	ICB	
ь	ISDN - PRI Interface:			
<b>D</b> 4	23B+D	ICB	ICB	
	24B	ICB	ICB	
	23B+Back-up D	ICB	ICB	
c.	Caller ID and Call-by-Call Service	ICB	ICB	
d.	Caller ID, per PRI Interface	ICB	ICB	
e.	Call-by Call Service Selection	ICB	ICB	
f.	PRI Reconfiguration Charge Trunk Change Charge, per PRI Change in D-channel configuration (23B+D; 24B; 23B+Back-up D)	ICB	N/A	
g.	Individual Additional Telephone Numbers each	ICB	ICB	
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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 40

#### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.5 Payment Arrangements, cont'd.

#### 2.5.5 Deposits

- 1. Applicants for service or existing Customers who cannot establish a satisfactory credit standing with the Company may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - (a) two month's charges for a service or facility which has a minimum payment period of one month; or
  - (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- 2. A residential applicant shall not be required to pay a deposit:

If it can be verified that the residential applicant has been an end-uscr of any telecommunications service provider in the State of Nebraska for the same type of service within the last two years and is not currently delinquent in payment of any such telecommunications service provider account, unless the applicant during the last twelve (12) consecutive months was delinquent in the payment of a telecommunications service provider account on more than two (2) occasions, presented a dishonored check for payment of a telecommunications service account or had service disconnected due to nonpayment of a telecommunications service.

Issue Date: July 21, 2000

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#### LOCAL EXCHANGE SERVICE

### SECTION 2 - Regulations, cont'd.

#### 2.5 Payment Arrangements, cont'd.

#### 2.5.5 Deposits, cont'd.

- (a) If the residential applicant furnishes in writing, a satisfactory guarantee to secure the payment of bills for the telecommunications service requested.
  - (1) Unless otherwise agreed to by the guarantor, the guarantee shall be for the amount of deposit Pinpoint Communications, Inc. would normally require on the applicant's account. The amount of guarantee shall be clearly indicated on any documents or letters of guarantee signed by the guarantor.
  - (2) When the residential customer has paid bills for telecommunications service for twelve (12) consecutive residential billings without having service disconnected for nonpayment of bills and without having more than two (2) occasions in which a bill was delinquent, did not present a dishonored check for payment and is not delinquent in the payment of current bills, Pinpoint Communications, Inc. shall void and return to the guarantor any documents or letters of guarantee.
- 3. The amount of the deposit for residential customers shall not exceed an amount equal to two (2) months local exchange charges and/or two (2) months toll charges determined by actual or anticipated usage. The deposit for local charges billed in advance shall include only one (1) month's such charges.
- 4. When a residential customer's deposit exceeds \$40, the customer may arrange to make the payment over three billing periods. However, the Company may allow a residential customer to extend the payments of any required deposit over a longer period of time to avoid undue hardship.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 42

### LOCAL EXCHANGE SERVICE

## SECTION 2 - Regulations, cont'd.

#### 2.5 Payment Arrangements, cont'd.

#### 2.5.5 Deposits, cont'd.

5. A present end-user may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill, in two (2) out of the last twelve (12) billing periods or if the end-user has had service disconnected during the last twelve (12) months or has presented a check to Pinpoint Communications, Inc. that was subsequently dishonored.

Interest on cash deposits shall be paid by Pinpoint Communications, Inc. at no less than the rate calculated as follows:

For all consumers deposits kept longer than 90 days, the interest rate shall be established the 1st day of January of each year to equal the average of the weekly percent annual yields of one (1) year U.S. Treasury Securities for September, October, and November of the preceding year. The interest rate shall be rounded to the nearest basis point. Such interest shall be calculated to December 1 of each year, and the payment shall be made by credit to customers' account on the December billing or at the request of the customer, the payment shall be made directly to the customer.

- 6. If a refund of the deposit is made within ninety (90) days of receipt of the deposit, no interest payment shall be made. If Pinpoint Communications, Inc. retains the deposit more than ninety (90) days, payment of interest shall be made retroactive to the date of deposit. No interest shall accrue on a deposit after discontinuance of service. Pinpoint Communications, Inc. will provide payment of accrued interest for all end-users annually by negotiable instrument or by credit against current billing.
- 7. The deposit shall cease to draw interest on the date it is returned or credited to the end-user's account.
- 8. In determining the amount of any deposit, no charges for estimated WE not telephone directory advertising will be used.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 43

## LOCAL EXCHANGE SERVICE

## **SECTION 2 - Regulations, cont'd.**

#### 2.5 Payment Arrangements, cont'd.

#### 2.5.5 Deposits, cont'd.

- 9. The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the customer within thirty (30) days after settlement of the consumer's account, either in person or by mailing it to the end-user's last known address.
- 10. If service is not connected, or after disconnection of service, Pinpoint Communications, Inc. shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the area of Pinpoint Communications, Inc. shall not be deemed a disconnection within the meaning of this rule, and no additional deposit may be required unless otherwise permitted by these rules.
- 11. Pinpoint Communications, Inc. shall automatically refund the deposit for residential service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check that is subsequently dishonored. If the customer does not meet these refund criteria, the deposit and interest may be retained in accordance with subsection (d) of this Section.
- 12. Pinpoint Communications, Inc. shall automatically refund the deposit for business service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check that is subsequently dishonored.

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#### LOCAL EXCHANGE SERVICE

### SECTION 2 - Regulations, cont'd.

#### 2.5 Payment Arrangements, cont'd.

#### 2.5.5 Deposits, cont'd.

Pinpoint Communications, Inc. may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit.

13. Pinpoint Communications, Inc. will keep records to show:

(a) The name, account number, and address of each depositor.

- (b) The amount and date of the deposit.
- (C) Each transaction concerning the deposit.
- 14. Pinpoint Communications, Inc. will issue a receipt of deposit to each applicant from whom deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.
- 15. Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied.
- 16. Upon the sale or transfer of Pinpoint Communications, Inc. or operating units thereof, the seller shall file, with the application of transfer, a verified list of the information in subsection (n) of this Section, and the unpaid interest thereon. The information provided shall be treated as confidential and shall not be available for public inspection unless ordered by the Commission after notice and hearing.
- 17. The deposit made by the end-user with Pinpoint Communications, Inc. at the time of application for telephone service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 45

#### LOCAL EXCHANGE SERVICE

### SECTION 2 - Regulations, cont'd.

#### 2.5 Payment Arrangements, cont'd.

### 2.5.6 Discontinuance of Service

- 1. Pinpoint Communications, Inc. may refuse service or terminate existing service to an end-user without notice for tampering with Pinpoint Communications, Inc.'s equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of Pinpoint Communications, Inc. or end-users.
- 2. Pinpoint Communications, Inc. may refuse service or terminate existing service to a customer pursuant to the disconnect procedure provided below for any of the following reasons:
  - (a) Nonpayment of a bill within the period prescribed by these tariffs.
  - (b) Failure to make a security deposit as set forth in these tariffs.
  - (C) Violation of or noncompliance with any provision of law.
  - (d) Refusal to permit Pinpoint Communications, Inc. reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
  - (e) Interconnection of a device, line, or channel to Pinpoint Communications, Inc.'s facilities or equipment contrary to Pinpoint Communications, Inc.'s terms and conditions of service on file with and approved by the Commission.
  - (f) Use in such manner as to interfere with service to other customers.
  - (g) Abandonment of the service.
  - (h) Impersonation of another with fraudulent intent.
  - (i) Use of service or facilities for a call or calls, anonymous in a manner reasonably expected to frighten, abuse, torment, or harass another in the service of the servic
  - (j) Any other violation of the Company's regulations.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 46

### LOCAL EXCHANGE SERVICE

3. Pinpoint Communications, Inc. will provide documentation to the customer upon request, indicating the reason(s) that service is being withheld.

## SECTION 2 - Regulations, cont'd.



#### 2.5 Payment Arrangements, cont'd.

#### 2.5.6 Discontinuance of Service, cont'd.

- 4. Upon a customer's request to terminate local exchange service, Pinpoint Communications, Inc. will inform such customer of the customer's responsibility to contact the customer's IXC regarding continuance or termination of such service from the IXC.
- 5. Pinpoint Communications, Inc. shall not be required to provide service to an applicant or customer who has not paid for prior telephone service rendered by another telecommunications service provider in the same or different location, and furnished to the same person or legal entity.
- 6. Pinpoint Communications, Inc. shall not be required to furnish or continue furnishing service when applied for in the name of another person or legal entity, or a fictitious name or other member of the same household, for the purpose of avoiding payment of an unpaid obligation for telephone service previously furnished.
- 7. Customers will not be held responsible for the nonpayment of another customer's bill unless the customer superseded the service or was a co-applicant or guarantor for the service or shared the service of the nonpaid account.
- 8. Pinpoint Communications, Inc. will extend a payment arrangement to an applicant for a prior bill, unless the applicant has not fulfilled prior payment arrangements within the past twelve (12) months.
- 9. Pinpoint Communications, Inc. will not refuse service or disconnect existing service by reason of nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. Pinpoint Communications, Inc. will not disconnect or suspend service

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 47

### LOCAL EXCHANGE SERVICE

without mailing or delivering a bill to the customer for the amount due to Pinpoint Communications, Inc..

- 10. Residential service cannot be disconnected for failure to pay a bill for a business service.
- 11. Service may not be withheld from a customer whose name was fraudulently used to obtain service at another location without the customer's permission or knowledge
- 12. Service will not be discontinued to a current customer in good standing who accepts an additional household member owing a previous bill to Pinpoint Communications, Inc., unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location.
- 13. Pinpoint Communications, Inc. will not provide billing and collection for any provider of intrastate telecommunications services who does not have proper authority to operate in the State of Nebraska.
- 14. Pinpoint Communications, Inc. may require each customer whose service has been suspended for nonpayment of bills, to pay all amounts due for regulated services or execute a deferred payment agreement, if offered before service is restored.
- 15. If there is an unresolved dispute pending with the Commission concerning a bill and the customer pays the undisputed portion of that bill, disconnection procedures shall be held in abeyance until the dispute is resolved.
- 16. Service to a customer may be disconnected for any reason which by these tariffs requires notice, other than nonpayment for service or failure to make a security deposit, only upon order of the Commission, upon application and after notice and hearing. For good cause shown, the Commission may order disconnection of service pending hearing, with or without notice to the customer.



## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 48

#### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

## 2.6 Allowances for Interruptions of Service

2.6.1 Credit for interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified herein for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.



## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 49

### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

## 2.6 Allowances for Interruptions of Service, cont'd.

#### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- 1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- 2. interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 3. interruptions due to the failure or malfunction of non-Company equipment;
- 4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions,
- 5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 7. interruption of service due to circumstances or causes beyond the control of the Company.

## 2.6.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 50

#### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

## 2.7 Cancellation of Service

#### 2.7.1 Cancellation of Application for Service

- 1. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 3. The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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### LOCAL EXCHANGE SERVICE

#### SECTION 2 - Regulations, cont'd.

#### 2.7 Cancellation of Service, cont'd.

#### 2.7.2 Cancellation Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third partics by Company on behalf of Customer, plus
- 3. all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

## 2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 52

#### LOCAL EXCHANGE SERVICE

### SECTION 2 - Regulations, cont'd.

#### 2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 53

## LOCAL EXCHANGE SERVICE

### **SECTION 3 - Service Descriptions**

### 3.1 Local Exchange Service

The Company's local telephone service provides a Customer with the ability to connect to the Company's switching network via a voice grade communications channel, and which provides the Customer:

- the ability to place or receive calls to any calling Station in the local calling area, as defined herein;
- access to enhanced 911 Emergency Service, or 911 Emergency Service, where available
- access to the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access to Operator Services;
- access to Directory Assistance for the local calling area;
- the ability to place or receive calls to 800/888 telephone numbers;
- access to Telephone Relay Service.
- privacy protection (e.g. per call blocking);
- touch tone;
- a white pages directory listing.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services may be blocked by the Company's switch.

The following exchange access services are offered by Pinpoint Communications, Inc.:

Basic Residential Service (Local Line) Basic Business Service (Local Business Line) PBX Service (Local Trunk) Centrex Station Line Service ISDN Centrex Network Access (PRI)



## NEBRASKA PSC TARIFF NO. 1 REVISION 2 PAGE NO. 54

### LOCAL EXCHANGE SERVICE

## **SECTION 3 - Service Descriptions**

## 3.1 Local Exchange Service

Issue Date: 8/10/04

## 3.1.1 Service Areas/Calling Area

(T)

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by Qwest and Frontier.

## 3.1.1.1 Local Calling Areas

McCook NE	
Oxford NE	
Holdrege NE	
Minden NE	
Alma NE	(T)
Wilsonville NE	(T)
North Platte NE	(T)



## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 55

## LOCAL EXCHANGE SERVICE

## **SECTION 3 - Service Descriptions**

## 3.1 Local Exchange Service

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3.1.1.1 Local Calling Areas, cont'd



## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 56

## LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

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## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 57

## LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

## 3.1 Local Exchange Service, cont'd.

#### 3.1.2 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

### 1. Custom Calling Features

Custom Calling Features are optional central office services furnished to individual line business and residence customers. Custom Calling Features are available where facilities and operating conditions permit.

## (a) **FEATURE DESCRIPTIONS --- BASIC**

**Call Forwarding:** Allows a subscriber to program his or her telephone so that incoming calls are forwarded to another number.

**Call Waiting:** The subscriber, already involved in a call, receives a tone that another incoming call is waiting to be answered. The called party, hearing the call-waiting tone during the existing conversation, can choose to flash the hookswitch and connect to the incoming call. This feature includes Cancel Call Waiting which allows the subscriber to enter a code that disables the Call Waiting feature so that he or she will not hear a tone during a conversation with another party.

**Speed Calling - 8 Numbers:** Allows a subscriber to preprogram up to eight telephone numbers, and then access these numbers with the simple touch of one digit on his or her telephone set.

**Three Way Calling:** Allows a subscriber to conference in a third person to an existing call so all three people can speak together in the same conversation.

## (b) FEATURE DESCRIPTIONS --- ENHANCED

Automatic Recall: Allows the subscriber to make an outgoing call to the last number that called the subscriber.

### PINPOINT COMMUNICATIONS, INC.

## **NEBRASKA PSC TARIFF NO. 1**

## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 58

## LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

### 3.1.2.1.(b) Enhanced Custom Calling Features

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**Customer Originated Call Trace:** Allows a subscriber to initiate a trace on an incoming "nuisance" call.

Line Number Block (per line block): Allows the party placing an outgoing call to have his or her line always blocked from having his or her number sent.

**Call Number Block (per call block):** Allows the party placing an outgoing call to have his or her call blocked from having his or her number sent.

**Repeat Dialing:** Allows a subscriber to continually redial the last number he or she originates, despite whether the call was completed or not.

Selective Call Acceptance: Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers are accepted. All other calls are forwarded to an announcement.

**Selective Call Forwarding:** Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers may be forwarded to another number instead of being completed at the subscriber's telephone number. All other calls are completed as usual.

**Selective Call Rejection:** Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers are forwarded to an announcement. All other calls are accepted.

**Anonymous Call Rejection:** Allows the subscriber to reject incoming calls from callers that intentionally block their caller identification information.

Selective Distinctive Alert: Allows the subscriber to create a list of telephone numbers. Incoming calls from these numbers ring in a distinctive sequence.

## NEBRASKA PSC TARIFF NO. 1 REVISION 2 NO. 59

### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

## 3.1.2.1(b) Enhanced Custom Calling Features

<u>Call Forwarding Busy</u>: Forwards all incoming calls to a customer defined alternate number when the customer's line is off hook.

<u>Call Forwarding Do Not Answer</u>: Forwards all incoming calls to a customer defined alternate number after a user defined number of rings.

<u>Call Forwarding Remote Access</u>: Allows the customer to edit, activate or deactivate Call Forwarding features remotely.

<u>Call Forwarding of Call Waiting Calls</u>: Provides the customer the capability to forward unanswered waiting calls to a subscriber-designated number by using the combined functions of Call Waiting and Call Forward Do Not Answer. An incoming call to a busy line first receives standard waiting treatment in which an audible tone is heard by the called party and audible ringing is heard by the calling party. If the call is not answered after a period of time equal to the time-out value of Call Forward Do Not Answer, the incoming call is given Call Forward Do Not Answer treatment and is forwarded to a subscriber designated number.

**<u>Remote Call Forwarding</u>**: Allows the customer to edit, activate or (T) deactivate Call Forwarding features remotely.

**Distinctive Ring:** Allows more than one directory number to terminate on a telephone line and telephone set. Each directory number has a distinctive ringing sequence.

**Distinctive Ring with Call Waiting:** Allows more than one directory number to terminate on a telephone line and telephone set with a distinctive call waiting tone, if the line is busy.

**Long Distance Alert:** This feature helps increase the completion of toll calls by providing a distinctive call waiting tone (if the line is off-hook) or a distinctive ringing cadence (if the line is on-hook) that alerts the subscriber to an incoming long distance call.

SERVICE

Issue Date: August 10, 2004

Effective Date: September 1, 2004

## NEBRASKA PSC TARIFF NO. 1 ORIGINAL PAGE NO. 60

### LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

## 3.1.2.1(b) Enhanced Custom Calling Features

**Solution Package:** Provides the subscriber with the following features: Call Forwarding, Call Waiting, Speed Calling - 8 Numbers, Three-Way Calling, Automatic Recall, Repeat Dialing, Sclective Call Acceptance, Selective Call Forwarding, Selective Call Rejection, Call Forwarding Busy, Call Forwarding Do Not Answer, Distinctive Ring and Call Waiting Deluxe.

### ('c) FEATURE DESCRIPTIONS -- PREMIUM

**Caller Number Delivery (Caller ID):** Allows the called party to see the telephone number of the calling party.

**Caller Name (and Number) Delivery (Caller ID):** Allows the called party to see the name and telephone number of the calling party.

**Call Waiting Deluxe:** Allows the subscriber to receive calling party information during call waiting. Call Waiting Deluxe presents the subscriber with a set of options to treat the incoming call. These options include forwarding the call, placing the call on hold, sending the call to treatment, placing the existing call on hold and answering the incoming call, or answering the call and dropping the existing call.

**Voice Mail:** Provides the subscriber with an automated service that records telephone messages when the caller is away or is on the line. The messages can be retrieved from most touch-tone telephones.

**Voice Mail Plus:** Provides the subscriber with the same service as Voice Mail plus an added feature of pager notification. The subscriber is paged when a new message is received or when a message is marked "urgent".

Home Office Voice Mail: Provides the subscriber with the same services as Voice Mail Plus with the added feature of fax messaging.

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## NEBRASKA PSC TARIFF NO. 1 REVISION 2 PAGE NO. 61

## LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

### 3.1.2 Local Line, cont'd.

## 2. Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges (NRCs), monthly Recurring Charges as specified in Sections 3.1.2.3.(a) and 3.1.2.3.(b) respectively

(a)	Non-Recurring Charge	Res.	Bus.	Home Office	
	Line Connection Charge <sup>1</sup> (per line)	(\$) 30.00	(\$) 40.00	(\$) 40.00	
	Account Changes Moves, Changes, Additions (per change)	30.00	40.00	40.00	
	Account Changes (per billing record change)	25.00	25.00	25.00	(I)
	PIC Change - Intrastate (per line - initial set-up)	7.50	7.50	7.50	
	PIC Change – Interstate (per line – initial set-up)	7.50	7.50	7.50	(N)
	Line Restoral Charge <sup>2</sup> (per line)	20.00	20.00	20.00	

Issue Date: August 10, 2004

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Effective Date: September 1, 2004

<sup>&</sup>lt;sup>1</sup> A reduced charge of one-half the non-recurring rate is available for the initial connection of service for those eligible under Link Up America Assistance Plan. (See Section 7.2)

 $<sup>^2</sup>$  If service is temporarily interrupted for non-payment and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established charges apply as for a new installation of service.

## NEBRASKA PSC TARIFF NO. 1 REVISION 3 PAGE NO. 62

## LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

# 3.1 Local Exchange Service, cont'd.

## 3.1.2 Local Line Rates and Charges, cont'd.

(b)	Monthly Recurring Charges Local Line - Line Charge Additional Local Line –	<b>Res.</b> \$17.50	27.5			
	Line Charge	\$16.10	27.5	0 27.5	0	
	Local Line – Line Charge	φι0.10	27.0	0 27.5	0	
	Zone A	\$18.75	N/A	N/2	4	
	Local Line – Line Charge	<b>\$10115</b>			-	
	Zone B	\$20.50	N/A	A N/	A	
	Local Line – Line Charge	420.00	• • •		-	
	Zone C	\$22.75	N/A	A N/2	A	
(c)	<b>Optional Features:</b>		Res.	<u>Per Use</u>	<u>NRC</u>	
	(per line equipped)		$\overline{(\$)}$	(\$)	(\$)	
	Call Forwarding		3.00		N/C	
	Call Forwarding - Busy		0.25		N/C	
	Call Rejection		4.25		N/C	
	Customer Orig. Call Trace - p	er use	N/A	1.00	N/C	
	Nuisance Call Trace		15.00		15.00	
	Call Waiting		4.00		N/C	
	Caller ID		4.95		N/C	
	Continuous Redial		3.00	1.00	N/C	
	Last Call Return		3.00	1.00	N/C	
	Pinpoint Choice		31.95		N/C	
	Pinpoint Choice – Two Line		38.95		N/C	
	Pinpoint Value Plan		24.95		N/C	
	Priority Call		3.00		N/C	
	Selective Call Forwarding		3.00		N/C	
	Speed Calling - 8		2.00		N/C	
	Speed Calling – 30		3.00		N/C	
	Three-Way Calling		3.00		N/C	
	Voicemail		4.95		10.00	,
						(
	Toll Restriction		5.00		25.00	
	Inside Wire Maintenance		5.00	Too to	N/C	W//
	Non Published Number		3.00	DE	and the second s	W le
	Non Listed Number		3.00	15X	N/C	
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Issue Date: June 23, 2008

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## NEBRASKA PSC TARIFF NO. 1 REVISION 3 PAGE NO. 63

## LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

## 3.1 Local Exchange Service, cont'd.

(c)

## 3.1.2 Local Line, cont'd.[discuss Seasonal Customers]

## 3. Local Line Rates and Charges, cont'd.

<b>Optional Features:</b>	Bus <sup>3</sup> .	Per Use	<u>NRC</u>	
(per line equipped)	(\$)	(\$)	(\$)	
Call Forwarding	4.00		10.00	
Call Forwarding - Busy	2.50		10.00	
Call Rejection	4.25		10.00	
Customer Orig. Call Trace - per use	N/A	1.00	N/C	
Call Waiting	5,00		10.00	
Caller ID	5.95		10.00	
Continuous Redial	4.00	1.00	10.00	
Last Call Return	4.00	1.00	10.00	
Pinpoint Choice	52.95		40.00	
Priority Call	4.00		10.00	
Selective Call Forwarding	4.00		10.00	
Speed Calling - 8	3.00		10.00	
Speed Calling – 30	4.00		10.00	
Three-Way Calling	4,00		10.00	
Toll Restriction	6.00		25.00	
Trunk Hunting	8.25		10.00	
Voicemail	5.95		10.00	
Inside Wire Maintenance	6.00		N/C	
Non Published Number	4.00		N/C	
Non Listed Number	4,00		N/C	

(D)

<sup>3</sup> Rates apply to Home Office Service offering as well as Business Service.



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#### LOCAL EXCHANGE SERVICE

### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.3 Local Trunk

Local Trunk(s) provide Business Customer with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Local Trunks can be provisioned as either analog or digital and will be provided in the following manner:

### 1. Local Trunk-Basic

Local Trunk-Basic can be used to carry one-way outbound traffic, oneway inbound or two-way traffic.

#### (a) One-Way Outbound

Provides the Customer with a single analog connection which is restricted to carry outbound traffic only.

#### (b) One-Way Inbound or Two-Way

Provides the Customer with a single analog connection which can carry one-way inbound or two-way traffic.

Features: The following features are available:

Multiline Hunting Serial Hunting Distributed Line Hunting Calling Number Delivery



#### (c) Local Trunk-Basic Rates and Charges:

A Local Trunk-Basic Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Sections 3.1.3.1.(c).1 and 3.1.3.1.(c).2 respectively. Local Line charges arc only offered on a flat rate service basis.

1. Non-Recurring Charges

Line Connection Charges (per Trunk)

\$45.00

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#### LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

## 3.1.3 Local Trunk, cont'd.

#### (c) Local Trunk-Basic Rates and Charges, cont'd.

#### 1. Non-Recurring Charges, cont'd.

Account Changes ( Moves, Changes, Additions) (per change)	\$45.00
Account Changes (Per Billing Record Change)	\$25.00
Initial PIC-2 Change (per line)	N/C
Line Restoral Charge <sup>4</sup> (per trunk)	\$25.00
Suspension of Service Restoral Charge (per trunk)	\$25.00

(Applies for trunk restoral after Customer-initiated suspension. )

#### 2. Monthly Recurring Charges

Local Trunk -Basic Charge (per Trunk Flat Rate

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<sup>&</sup>lt;sup>4</sup> If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

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## LOCAL EXCHANGE SERVICE

### SECTION 3 - Service Descriptions, cont'd.

## 3.1 Local Exchange Service, cont'd.

### 3.1.3 Local Trunk, cont'd.

## 2. Direct Inward Dialing (DID)

Provides the Business Customer with Direct Inward Dialing over a single analog connection which can carry one-way, inbound traffic.

A Customer who orders DID will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified following. Rates for a volume of Numbers greater than 100 will be provided on an individual case basis.

## (a) Rates and Charges<sup>5</sup>

	NRC	Monthly Recurring
DID Service Lines (each)	\$50.00	\$40.00
Each 20 DID Line Numbers	\$20.00	\$3.00
Each Individual DID Number	\$1.00	\$0.14 (N)
Block Compromise Charge <sup>6</sup>	\$450.00	N/A

<sup>5</sup> In addition to the rates and charges identified above, the charges as specified for PBX Trunks in Section 3.1.3.1.(c) 1 & 2 would apply.

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<sup>6</sup> Permanent removal of a telephone number from a sequential number group per sequential number block.

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## LOCAL EXCHANGE SERVICE

### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

### 3.1.3 Local Trunk, cont'd.

### 3. Local Trunk-Pinpoint Communications, Inc. Network Service

Local Trunk -- Digital Interface provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic or DID Trunks to the Customer's PBX or trunk-capable Key System. Local Trunk -Digital Interface can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof.

Applicable rate elements for Digital Interface include: (1) The Digital Connection; (2) The CO Channelization, per each DS1; (3) the per-trunk Circuit Termination Charge rate element; and (4) usage charges.

#### (a) One-Way Outbound

Provides the Customer with individual channels which are restricted to carry outbound traffic only.

### (b) One-Way Inbound or Two-Way

Provides the Customer with individual channels which are used to carry one-way inbound or two-way traffic. One common telephone number will be provided per trunk group.

## (c) Local Trunk-Pinpoint Communications, Inc. Network Service Charges

Private Line Local Channel Bridging Voice Data 2 Wire Voice Grade Performance V G Performance DC Channel

Recurring	Nonrecurring		
\$21,00	N/A	(N)	
\$ 7.20	\$8.00	(N)	
\$ 9.00	\$30.00	(N)	
\$ 6.00	\$30.00	(N)	



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## LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

## 3.1 Local Exchange Service, cont'd.

### 3.1.3 Local Trunk, cont'd.

## 4. Labor Rates

The labor charges outlined below apply whenever a Customer Premises visit is required at the Customer's request for regulated service. A Service Call charge applies when the Company dispatches either its own or ILEC personnel to a customer premise to test the line from the central office, up to the demarcation point, and the line tests clear. No Service Call Charge shall apply if the customer subscribes to an inside wire maintenance plan with the company:

	<u>Mon Fri.</u>
Service Call including First 30 minutes	\$75.00
Each additional Hour	\$55.00



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## LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

**Reserved for Future Use.** 



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## LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

## 3.1.4 DIGITAL CENTREX FITS I & II SERVICE

### 1. GENERAL

Digital Centrex Fiber Integrated Telephone Service (FITS) I is a flat rate business service with a 5 line minimum and a 100 line maximum. FITS I is the standard package for business centrex. The FITS II offering includes the standard business package plus enhanced centrex features. Centrex service is provided via a Pinpoint Communications, Inc. Fiber Integrated central office facility.

FITS I standard features are included on all lines in the system as defined in (B.) below. FITS II features which are included on all lines in the system are defined in (C.) Enhanced Features following.

- Digital Centrex Service is provided over loop start facilities which link the Company-provided Centrex dial switching equipment and customerprovided equipment.
- 2) Digital Centrex FITS I equips all lines in the system with the standard features shown Section B. following. Customers subscribing to this service are required to pay the monthly rate for service as specified in the attached "Rate Schedule", whether or not all standard features are activated at initial installation.
- 3) A customer may elect to subscribe to the Digital Centrex FITS II enhanced features specified in Section D., at initial installation or subsequent to initial installation, subject to the applicable non-recurring charge specified in "Features Pricing Schedule" following.
- 4) The monthly rate for Digital Centrex FITS I and II offering is covered by a service period plan and is guaranteed against Company-initiated change for the duration of the service period. The minimum service period plan is 12 months

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## LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

### 3.1 Local Exchange Service, cont'd.

## 3.1.4.1 DIGITAL CENTREX FITS I & II SERVICE - General, cont'd

5) If the service is terminated in whole or in part by the customer after the initial installation but prior to the completion of the service period, the customer shall be obligated to pay the remaining months of the service period selected.

## 2. FITS I STANDARD FEATURES

All lines in FITS I are equipped with the following standard features:

- Call Waiting/Cancel Call Waiting
- Call Forwarding Busy Line
- Call Forwarding No Answer
- Call Forwarding Variable
- Cail Hold
- Call Pick-Up
- Call Transfer All Calls
- Distinctive Ring

- Direct Inward Dialing (DID)
- Direct Outward Dialing (DOD)
- Hunting
- Line Treatments
- Station-to-Station Dialing
- Three-Way Conference Calling
- Touch-Tone

## 3. FITS I - STANDARD FEATURE DEFINITIONS

<u>Call Waiting</u> - Permits a customer to receive an audible tone which will indicate an incoming call is waiting, if the called line is busy.

<u>Cancel Call Waiting</u> - Permits a Call Waiting customer to inhibit the call waiting operation for one call through the use of a cancel call waiting code.

<u>Call Forwarding - Busy Line</u> - Provides for the forwarding of all calls attempting to terminate at a busy line to be forwarded to a preselected line within a customer system or outside the system.

Call Forwarding -No Answer - Provides for the forwarding of all calls attempting to terminate at a line which is not answered within a set number of rings to be forwarded to a preselected line within a customer system or outside\_\_\_\_\_\_ the system.

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## LOCAL EXCHANGE SERVICE

## SECTION 3 - Service Descriptions, cont'd.

### 3.1 Local Exchange Service, cont'd.



## 3.1.4.3 FITS I - STANDARD FEATURE DEFINITIONS, cont'd

<u>Call Forwarding - Variable</u> - When activated at a line by a customer, provides for the forwarding of all calls attempting to terminate at that line to another customer specified line within customer's system or outside the system.

<u>Call Hold</u> - Enables a line user to place a call on hold for any length of time provided that neither party goes off hook. Code access activated.

<u>Call Pick-Up Group(s)</u> - Enables a line within a Digital Centrex system Pick-Up Group to answer incoming calls to another line within the same Pick-up Group by dialing a code. One or more Call Pick-Up Groups may be established.

<u>Call Transfer - All Calls</u> - Allows a line user to transfer any established call to another line inside or outside the customer group without the assistance of an attendant. This feature also utilizes the switchbook to put a caller on consultation hold.

Distinctive Ringing - Provides a unique pattern of ringing to permit the line user to distinguish between intragroup and DID calls.

Direct Inward Dialing (DID) - Allows incoming calls from the local exchange and long distance network to reach an individual line or group of lines in the system without the assistance of an attendant.

Direct Outward Dialing (DOD) - Permits lines of the system to gain access to the local exchange and long distance network without the assistance of an attendant by dialing an access code (dial 9 for intergroup calls).

Hunting - Permits the routing of calls to an idle line in a prearranged group, when the called line is busy. The hunting is either circular or series. The hunt starts with the number dialed.

Line Treatments - The Company at the customer's request will allow or deny individual line features. The treatments can be arranged to control all calls originating or terminating on lines and tie trunks.
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### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

### 3.1 Local Exchange Service, cont'd.

### 3.1.4.3 FITS I - STANDARD FEATURE DEFINITIONS, cont'd

Station-to-Station Dialing - Enables individual line users in the system to directly dial other lines in the same system without the assistance of an attendant.

Three-Way Conference Calling - Enables a line user to establish voice connection involving the user and two other parties. The line user, by switchhook operation is able to place an existing call on hold and call the telephone number of a third party, thereby effecting a three-way conference call.

Touch Tone - Provides for the origination of calls by means of instruments equipped for tone-type address signaling over special central office facilities.

#### 3.1.4.4 FITS II - STANDARD FEATURES

All lines in FITS II are equipped with the standard features in Section 3.1.4.2 above plus the following features:

- Automatic Callback Intragroup
  Call Park
- Directed Call Pickup
  Enhanced Hunting Arrangement
- Speed Calling

Automatic Callback

Last Number Redial

• Multi Line Hunt Group(MLHG)

Call Forward of Call Waiting Calls
 Conference Calling - up to 6 Way



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### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

### 3.1.4.5 FITS II - STANDARD FEATURES DEFINITIONS

Automatic Callback - Intragroup - Enables a line user calling a busy line within the system to be automatically connected to the called line when the line becomes idle.

#### Directed Call Pickup

- (i) With barge-in Permits a line user to answer a call ringing on another line in the Centrex group by dialing a code. If the called line has already been answered, the initiating line may barge-in to the answered all and be connected to a three-way call.
- (ii) Without barge-in Permits a line user to answer a call ringing on another line in the Centrex group by dialing a code.

Speed Calling - Individual 30-Number List - Allows a line user to call a predesignated seven or ten-digit telephone number by dialing a valid two digit dialing code. The customer-changeable speed calling list furnished contains 30 codes.

Automatic Callback -Permits a user who places an intrasystem call to a busy Centrex number to be automatically connected to that line when both the called and calling station lines are available.

Call Forward of Call Waiting Calls -Allows station users that have Call Forwarding and Call Waiting assigned to their lines to forward Call Waiting calls that are not answered within a set period of time automatically to a predetermined destination.

<u>Call Park</u>-Provides the station user the ability to park a call against the station number. The parked call may be retrieved from any station in the Centrex group by dialing a code and the station number parked.



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#### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.4.5 FITS II - STANDARD FEATURE DEFINITIONS, cont'd

Enhanced Hunting Arrangements Incoming - calls to a busy Centrex line are redirected to a predetermined number(s) to search for an idle line on which to complete the call. If no idle number is found, a busy tone is provided. These types are available.

- (i) Circular Hunt permits a complete hunt over all of the station lines in a particular Multi-Line Hunt Group (MLHG). Hunting starts with the dialed number and continues to the last terminal prior to the dialed number in the MLHG. Circular Hunt is only provided with Uniform Call Distribution, Preferential Hunt or Multiple Position Hunt.
- (ii) Series or Serial Hunt allows a limited number of Centrex lines to be programmed in either a sequential (consecutively numbered) or nonsequential (non consecutively numbered) order for hunting purposes. Series hunting is done through the ordered list until an idle line is encountered or the end of the list is reached. Call handling line features can be added to the last directory number in the series to increase call completion probability. Series Completion redirects a call only once to any given line.
- (iii) Enhancement redirects a call from a busy DN to another DN giving greater flexibility by providing circular Call-Forward, Busy type chaining.
- (iiii) Distributed Line Hunting starts the hunting at the first idle line after the previous hunt and continues until the starting point is reached.

Multi Line Hunt Group (MLHG) a group of lines with common terminating (incoming call) features that are grouped together to share translation data. Hunting is provided by a common program (shared translations) for the group of lines. Each line is identified by a multi-line terminal number, not a Centrex number.



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### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

### 3.1 Local Exchange Service, cont'd.

## 3.1.4.5 FITS II - STANDARD FEATURE DEFINITIONS, cont'd

- (i) Enhancement allows the assignment of Multiple Pilot Directory Numbers to a MLHG. Hunting can therefore begin at different points in the group depending on the number dialed.
- (ii) Non-Hunt Telephone Number a MLHG can contain station lines which have associated non-hunt directory numbers. If the station line is busy on a call, another call to the non- hunt number will receive busy treatment. These non-hunt numbers are not in the MLHG and do not have access to the MLHG or MPH features.
- (iii) Preferential Hunt permits a pre-hunt over a preferential list of station lines before hunting the entire MLHG. Each station can be associated with a particular preferential list within a MLHG.
- (iiii) Secretarial allows more than one Centrex line to hunt to the same line in a linear pattern.

Last Number Redial - Allows a designation of a station feature button to initiate redial of the last number called.

Conference Calling - up to 6 Way - Allows a user to add up to 6 additional parties to an existing call.

### 3.1.4.6 RATES AND CHARGES

Digital Centrex FITS I and II rates and charges apply for a fixed period of time from 12 months to 60 months (service period plan) and are guaranteed against Company initiated change for the duration of the plan.

Upon the expiration of the original service period plan a customer must select a new service period plan or the rates applicable will be those offered under the 12 month service period plan.



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#### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.4.6 RATES AND CHARGES, cont'd

The Company reserves the right to change the Digital Centrex I rates, as described in the Flexible Pricing Plan which follows:

- 1) Flexible Pricing Plan
  - (a) Digital Centrex I and II service equivalent link and equivalent port rates may be decreased selectively and in varying amounts, so long as the rates cover their relevant costs.
  - (b) Digital Centrex I and II service equivalent line and equivalent port rates may be increased selectively and in varying amounts not to exceed 25% per year.
  - (c) The Company reserves the right to change the rates as described in (a) and (b) preceding at any time upon 10 days notice to the Commission by providing a revised Rate Schedule and appropriate cost support information.
  - (d) Changes in Digital Centrex I rates will apply as of the effective date of the change.
  - (e) A rate will not be changed unless it has been in effect for at least 30 days.
  - (f) Appropriate customer notification of rate changes will be made.
  - (g) Digital Centrex I rates may be changed in accordance with the provisions of (a) through (f) preceding, on a wire center by wire center basis.

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### LOCAL EXCHANGE SERVICE

### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.4.6 RATES AND CHARGES, cont'd

2) Customer Specific Pricing Arrangements

Prices for Digital Centrex FITS I and II equivalent links and equivalent ports may be determined on a customer specific basis using relevant costs. Customer specific prices will be made available to similarly situated customers on a non-discriminatory basis. Customer specific prices for a group of Digital Centrex customers can be developed by the Company.

3) Change of Customer Digital Centrex I and II

With the written permission of the Company, the obligation to pay the remaining monthly rates of the selected service period may be assigned to another customer at the same location.

In addition to assuming the responsibility to pay the monthly rates for the remainder of the selected service period, the new customer assumes the conditions applicable to Digital Centrex FITS at the time of the assignment.

A request for a transfer of service between the customers at the same time as a request for a relocation of service is permitted.

4) Relocation of Service Digital Centrex FITS I and II

A customer, except those under a Customer Specific Pricing, will be permitted to relocate all or part of his lines to another location served by the Company, subject to the availability of facilities, without incurring termination charges. The number of lines in service at the new location must be greater than or equal to the number of lines in service at the former location. The service period plan will be moved with the service. Service period plan billing must continue unchanged or a new plan equal to or greater than both remaining lines in service and months in the service period plan may be elected. In addition, a service charge, a new line installation charge or line conversion charge will apply.



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### LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.4.6 RATES AND CHARGES, cont'd

5) Conversions of Service - Digital Centrex FITS I and II

An existing Centrex service customer with less than 101 lines served from a digital switch may convert to Digital Centrex service with no termination liability provided that the new Digital Centrex service must be equal to or greater than the current lines in service and the new service period be a minimum of 12 months plus the remaining months in the current Centrex service agreement.

6) Digital Centrex FITS I and II Service Guarantee

A new Centrex customer may remove their Digital Centrex system, upon written notification to the Company within 90 days of the original service period, without termination liability. Such guarantee provides for a refund of any initial non- recurring charges incurred by the customer.

7) Non-Recurring Charges - Digital Centrex FITS I and II

The following non-recurring charges apply for the connection of Digital Centrex Service. Such charges may be amortized into the line rate over a period of six months:

- (a) New Installation consistent with relevant non-recurring charges applicable to 1MB/1FB.
- (b) Conversion consistent with relevant non- recurring charges applicable to change of telephone number.
- (c) Optional Feature Activation consistent with activation of custom calling features on 1MB/1FB.
- 8) Waiver of Non-Recurring Charges Digital Centrex FITS I and II

The Company will waive certain non-recurring charges for the connection of Digital Centrex Service and/or Digital Centrex Port Only Service E V E

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# LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

# 3.1 Local Exchange Service, cont'd.

### 3.1.4.6 RATES AND CHARGES, cont'd

9) For Centrex FITS I & II service, an additive equivalent to the Interstate Business End User Common Line Charge will apply on a PBX trunk equivalency basis according to the following table:

PBX Trunk Equivalency
1
3
4
5
5
6
7
8
9
10
11
12
13
14
15
1



1

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### LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

# 3.1 Local Exchange Service, cont'd.

### 3.1.4.6 RATES AND CHARGES, cont'd

10) Payment Plans

FITS I & II Service offers the Customer a fixed monthly rate plan for a specific contract term. The Customer may select from 1, 2, 3 or 5 year contract terms.

	NRC <sup>7</sup>	Year 1	Year 2	Year 3	Year 5
FITS I	\$100	\$21	\$20	\$19	\$17
FITS II	\$250	\$25	\$24	\$23	\$21

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 $^{7}$  Service Connection Charges under Section 3 apply in addition to the non-recurring charges.

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#### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.5 ISDN-PRI SERVICE

### GENERAL

ISDN-PRI Service is an optional form of local exchange access based on the Primary Rate Interface (PRI) arrangement of the Integrated Services Digital Network (ISDN). ISDN-PRI Service is a high-capacity access path for communications providing voice or data transmission over the public network.

#### 1. Explanation of Terms

Circuit Switching

Circuit Switching is a switching technique in which an entire circuit or, in a digital switch equipped for ISDN, a specific selection of time slots, is dedicated to a given call.

ISDN Primary Rate Interface (PRI)

ISDN PRI is an alternative for individual local exchange access loop services such as Direct Inward Dialing (DID) and business trunks. It can also be used as loop transport for circuit-switched data applications. ISDN PRI is provisioned on the 1.544 megabit per second (mbps) bandwidth and uses the Integrated Services Digital Network (SDN) architecture to provide the customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport. In addition, ISDN-PRI provides the customer with the service capabilities and features described in the following.

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#### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.5 ISDN-PRI SERVICE

### 1. Explanation of Terms, cont,d

Integrated Services Digital Network

Integrated Services Digital Network (ISDN) describes the end-to-end digital telecommunications network architecture which provides for the simultaneous access, transmission and switching of voice, data and image services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The ISDN architecture consists of digital switching systems which connect Primary Rate Interface lines to their servicing central office.

Network Interfaces

ISDN Primary Rate Interface is comprised of a limited set of standard user-network interfaces. The PRI customer premises equipment (CPE) located at the customer premises must be compatible with the network interface.

Optional Service Features Package

The Optional Service Features Package incorporates the optional features Calling Line Identification and Call-by-Call Service Selection.

Primary Rate Access Facility

The Primary Rate Access Facility provides a high-capacity access path at a transmission speed of 1.544 megabits per second (mbps) for communications between the customer's premises and the central office. Each Primary rate Access Facility supports one ISDN-PRI Interface Arrangement.

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### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.5 ISDN-PRI SERVICE

### 1. Explanation of Terms, cont,d

Primary Rate Interface (PRI) Arrangement

ISDN PRI Arrangement is a customer premises to central office service providing ISDN capabilities. The PRI arrangement consists of 23 "B" channels and one "D" channel or 24 "B" channels, which are defined as follows:

B Channel

The B channel is a 64 kilobit per second (kbps) channel used for information transfer between users. The B channel may be used in conjunction with circuit-switched service.

D Channel

The D channel is a 64 kilobit per second (kbps) channel that carries signaling and control for the B channels.

PRI Trunk Group

A PRI Trunk Group is a group of channels which are designated as one of the following:

Incoming Exchange Trunk Group Outgoing Exchange Trunk Group Two-Way Exchange Trunk Group

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#### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.5 ISDN-PRI SERVICE

# 1. Explanation of Terms, cont,d

Simulated Facility Group

A Simulated Facility Group is a software defined register used to limit the number of simultaneous calls with specific attributes.

2. Customers subscribing to ISDN-PRI must comply with ISDN Primary Rate Interface specifications as designated by the Telephone Company.

#### 2. Service Capabilities

ISDN-PRI provides the capability to:

- a. Transport customer information in the form of circuit-switched voice or data up to 64 kbps over any B channel.
- b. Where available, one D channel can control up to 20 PRI Interface Arrangements depending on facility capabilities. In such cases, a single D channel in one PRI Interface Arrangement handles all the signaling and control requirements of multiple PRI Interface Arrangements in a specific grouping allowing supplemental PRI Interface Arrangements to consist of 24 B channels.
- c. Allow B channels to be designated for specific services, such as Incoming Exchange Trunks, Outgoing Exchange Trunks and Two-Way Exchange Trunks, or optionally configure channels to access Incoming and Outgoing Exchange Trunks on a per call basis. Twoway Exchange Trunks may not be accessed on a Call-by-Call basis.
- d. Allow the user to have access to the directory number of the calling party.

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#### LOCAL EXCHANGE SERVICE

### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

# 3.1.5 ISDN-PRI SERVICE

### 3. Conditions

Customers subscribing to ISDN-PRI must comply with ISDN Primary Rate Interface specifications as designed by the Company.

- a. Fcature availability and service capabilities are dependent on the facilities and digital technology providing the service.
- b. ISDN compatible terminal equipment is a requirement for operation. It is the customer's responsibility to power and obtain such equipment.
- c. ISDN-PRI service does not preclude the customer from originating or receiving circuit-switched voice calls from inside or outside cither his/her serving central office or his/her Local Exchange Area.
   Where facilities are available, the customer will be able to originate and receive circuit-switched data calls outside of his/her serving central office.
- d. All PRI Interface Arrangement configurations must have at least one 23B+ D Interface Arrangement for signaling and control functions.
  A 23B + Back-up D Interface Arrangement is required whenever the ISDN-PRI Interface Arrangements ordered and in-service would otherwise cause m ore than 47 B-channels to be controlled by a single D channel.



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### LOCAL EXCHANGE SERVICE

# **SECTION 3 - Service Descriptions, cont'd.**

# 3.1 Local Exchange Service, cont'd.

# 3.1.5 ISDN-PRI SERVICE

### 4. Features

Features available with ISDN-PRI:

a. Back-up D Channel

Automatically takes over for a failed D channel in case of trouble.

b. Call-by-Call Service Selection

As an option to the Dedicated B Channel Configuration, B channels may be configured to access multiple services on a per call basis. The customer premises equipment signals the local central office as to what type of service to access for each call.

c. Calling Line Identification

Allows the user to have access to the directory number of the calling party.

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### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.1 Local Exchange Service, cont'd.

#### 3.1.5 ISDN-PRI SERVICE

### 5. Rates and Charges

### 1. Application of Rates

- a. The PBX Trunk dial tone is included in the ISDN-PRI Service rates and charges.
- b. The PBX Trunk Flat rate Monthly Usage Option, measured rate charges and message rate charges specified in the Local Exchange Services tariff apply, as appropriate, to each PBX trunk provisioned on the ISDN-PRI Service using the circuit-switched voice arrangement.
- c. Existing tariff rates, charges and regulations for DID service apply, where required. This includes DID numbers and trunk connection charges. Tariffed DID trunk connection charges apply for each DID trunk provisioned on the ISDN-PRI Interface Arrangement.
- d. Individual Additional Telephone Numbers may be ordered from this tariff without incurring DID trunk connection charges.
- e. Trunk hunting is included in the ISDN-PRI Service rates and charges.



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# LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

# 3.1 Local Exchange Service, cont'd.

# 3.1.5 ISDN-PRI SERVICE

# 5. Rates and Charges

### 2. Rates

	NRC	Monthly
	(\$)	(\$)
a. Primary Rate Access Facility, each	700	395
<b>b.</b> ISDN - PRI Interface:		
23B+ D	700	560
24B	700	560
23B+ Back-up D	700	580
c. Caller ID and Call-by-Call Service	100	200
I Coller ID ner DDI Istarfree	100	150
d. Caller ID, per PRI Interface	100	150
e. Call-by Call Service Selection	100	100
f. PRI Reconfiguration Charge		
Trunk Change Charge, per PRI		
Change in D-channel configuration		
(23B+ D; 24B; 23B+ Back-up D)	300	N/A
g. Individual Additional Telephone Numbers		
g. Individual Additional Telephone Numbers each	25	5
çaon	20	5



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# LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

3.1	Local	Exchange	Service,	cont'd.
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3.1.6 Reserved for Future Use



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# LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.6 Reserved for Future Use, cont'd.

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Effective Date: July 3, 2008

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## LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

# 3.1 Local Exchange Service, cont'd.

# 3.1.7 Extended Area Service

Extended Area Service ("EAS") refers to interexchange calling without toll charges. EAS rates will be applied on all access lines billed to an account. EAS is available to all customers who subscribe to local exchange service.

# **3.1.7.1 EAS Increments**

EAS Increments apply as provided by EAS Group and will be billed on a flat monthly increment.

EAS Group	Residential	Business
1	\$0.50	\$1,00
2	\$0.75	\$1.50
3	\$1.00	\$2.00

# 3.1.7.2 Qwest EAS Rate Group

Atlanta	1
Axtell	2
Holdrege	3
McCook	1
Minden	3
Oxford	1
North Platte	1



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# LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

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# LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

# 3.3 Reserved for Future Use

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# LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

# 3.3 Reserved for Future Use, cont'd.



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# LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

# 3.3 Reserved for Future Use, cont'd.

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### LOCAL EXCHANGE SERVICE

#### SECTION 3 - Service Descriptions, cont'd.

#### 3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by on or behalf of the incumbent local exchange carrier in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Customer Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential linings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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### LOCAL EXCHANGE SERVICE

### SECTION 3 - Service Descriptions, cont'd.

#### 3.4 Directory Listings, cont'd.

- 3.4.4 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
  - 1. **Primary Listing:** A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
  - 2. Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.6.
  - 3. Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customers telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Nonpublished Listings are as specified in Section 3.4.6.



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### LOCAL EXCHANGE SERVICE

### SECTION 3 - Service Descriptions, cont'd.

### 3.4 Directory Listings, cont'd.

### 3.4.5 (cont'd)

4. Non-Directory Listed: A non-directory listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such Listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Rates for Nonlisted Listings are specified in Section 3.4.6.

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# LOCAL EXCHANGE SERVICE

# SECTION 3 - Service Descriptions, cont'd.

# 3.4 Directory Listings, cont'd.

# 3.4.6 Directory Listings Rates

	Res.		Bus		
	Monthly	NRC	<u>Monthly</u>	NRC	
Primary Listing	N/C	N/A	N/C	N/A	
Additional Listing	\$5.00	N/A	\$6.00	\$10.00	(R)
Non-Published	\$3.00	N/A	\$4.00	\$10.00	(I)
Non-Directory Listed	\$3.00	N/A	\$4.00	\$10.00	(I)
Change Listing	N/A	\$10.00	N/A	\$10.00	(I)



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### LOCAL EXCHANGE SERVICE

### SECTION 3 - Service Descriptions, cont'd.

### **3.5** Emergency Services (Enhanced 911)

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).

	Monthly Recurring	Non Recurring	(N)
Database Updates	\$45.00	N/A	(N)

### 3.6 Vanity Telephone Numbers

At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3.

The following charges will apply for Vanity Telephone Numbers:

	Non-Recurring (per number)	Monthly Recurring (per number)	
Residential	\$75.00	\$0.00	(I)
Business	\$250.00	\$0.00	(I)

#### 3.8 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 to complete such calls.



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# LOCAL EXCHANGE SERVICE

### **SECTION 4 - Promotional Offerings**

### 4.1 **Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.



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# LOCAL EXCHANGE SERVICE

# SECTION 5 - Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.



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### LOCAL EXCHANGE SERVICE

### **SECTION 6 - Residential Assistance Offerings**

### 6.1 Lifeline Telephone Assistance Program

### 6.1.1 General

The Lifeline Telephone Assistance Program provides for a reduction in the monthly rate for local exchange service for eligible residence customers subject to the following criteria:

- A. Applies only for a single telephone for the principle residence of eligible households.
- B. Applicant must meet the requirements of a state established income test.
- C. Applicant must not be dependent for federal income tax purposes, unless applicant is more than 60 years of age.

### 6.1.2 Regulations

The following eligibility requirements apply:

A subscriber's household income must be at or below 135 percent of the Federal Poverty Guidelines; or

The subscriber, one or more of the subscriber's dependents, or the subscriber's household must receive benefits from one of the following federal assistance programs:

- 1) Medicaid (includes Children's Health Insurance Programs SAM, MAC, E-MAC and Kids Connection),
- 2) Supplemental Nutrition Assistance Program (SNAP)
- 3) Supplemental Security Income (SSI),
- 4) Federal Public Housing Assistance, or
- 5) Veterans Pension/Survivors Pension.



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# LOCAL EXCHANGE SERVICE

# **SECTION 6 - Residential Assistance Offerings**

#### Lifeline Telephone Assistance Program, cont'd. 6.1

#### 6.1.2 Regulations, cont'd.

When applying for the program, an eligible applicant must complete a Company application to certify they meet the requirements as specified in 6.1.1 and 6.1.2 preceding.

In addition, the applicant must provide to the Company, a certified letter of eligibility, which the appropriate agency has issued to show proof that they are eligible for or receiving assistance from one or more of the qualifying programs on the list maintained by the Commission.

Lifeline eligibility will be verified periodically. If, after verification, a subscriber is identified as being ineligible, the Lifeline credit will be discontinued.

#### 6.1.3 Discounts

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

1) Federal Lifeline Support Credit of \$9.25. The \$9.25 credit can be applied when the Lifeline customer has: (a) a voice service in combination with a broadband internet access service (BIAS) that meets the minimum standard, or (b) a standalone BIAS service that meets the minimum standard.

2) Federal Lifeline Support Credit of \$5.25. The \$5.25 credit can be applied when the Lifeline customer has: (a) a standalone voice service, or (b) a voice service in combination with a BIAS service that does not meet the minimum standard.

3) A monthly reduction in the amount of \$3.50 from the Nebraska Universal Service Fund. The \$3.50 can be applied when a standalone voice service is offered or when voice service is offered in combination with a broadband internet access service (BIAS).

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# LOCAL EXCHANGE SERVICE

# **SECTION 6 - Residential Assistance Offerings**

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