

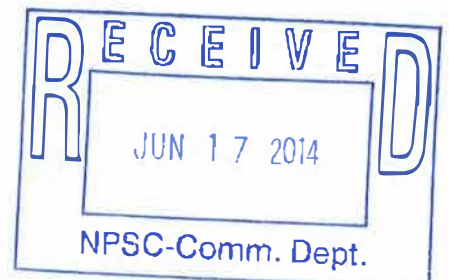
# **Southeast Nebraska Communications, Inc.**

## **Local Exchange Service Tariff**

**Filed with the Nebraska Public Service Commission**

**July 1, 2014**

**This is a replacement tariff which supersedes all local exchange service tariffs on file prior to the effective date of this tariff.**



Southeast Nebraska Communications, Inc.

LOCAL EXCHANGE SERVICE TARIFF

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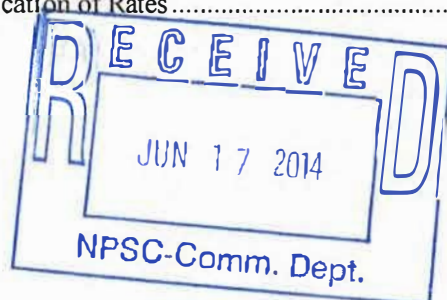
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Southeast Nebraska Communications, Inc.  
110 West 17<sup>th</sup> Street  
Falls City, Nebraska 68355  
402-245-4451

LOCAL EXCHANGE SERVICE TARIFF

SECTION 1. GENERAL

1.1 Purpose of the Company

Southeast Nebraska Communications, Inc., hereinafter referred to as the Company, is a local exchange carrier authorized and obligated to provide local exchange telephone service within the territories certificated to it by the Nebraska Public Service Commission. The Company furnishes local exchange telephone services in accordance with this tariff on file with the Commission.

1.2 Exchange Areas

1.2.1 Exchange Area Description

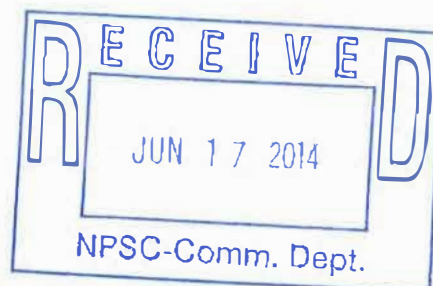
The exchange area of each exchange includes the urban area and the rural territory surrounding each town as reflected on the exchange area maps. Southeast Nebraska Communications, Inc. is authorized to provide service for the following exchanges:

Falls City, Nebraska  
Tri-City, Nebraska

1.2.2 Exchange Area Maps

Copies of the original exchange area maps for Southeast Nebraska Communications, Inc. are on file with the Nebraska Public Service Commission.

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SECTION 1. GENERAL

1.3 Tariff

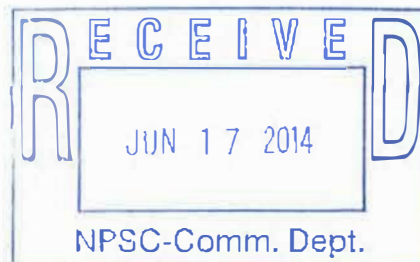
1.3.1 Tariff Applicability

- A. The rules, regulations and rates contained in this tariff apply to the general public located within the certificated service area of the Company and to all regulated services rendered by the Company except as otherwise provided for in private contracts between the Company and a customer.
- B. The Company may provide similar services or facilities not subject to regulation by the Commission as a matter of private contract. Any such offerings shall be subject to the provisions of private contracts rather than subject to the provisions of this tariff.
- C. This tariff cancels and supersedes all other local and general exchange tariffs of the Company issued and effective prior to the effective dates shown on the individual sheets of this tariff.

1.3.2 Inspection of Company's Tariff

A copy of the Company's tariff shall be on file for inspection at the business office of the Company during normal business hours. The Company shall not refuse permission to anyone requesting to inspect its effective tariffs, nor shall it require anyone to state a reason why they wish to do so prior to permitting access.

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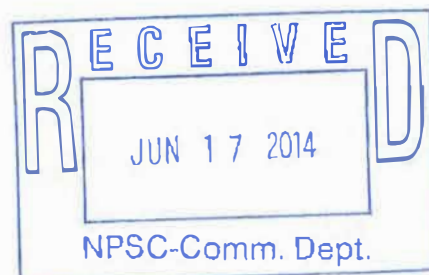
SECTION 1. GENERAL

1.3 Tariff (cont'd)

1.3.3 Explanation of Symbols Used in the Tariff

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (G) Signifies a grandfathered rate or service. Present customers may continue service until a move or a change of service occurs.
- (M) Signifies a matter relocated without change.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (T) Signifies a change in text only -- no change in rate, treatment or regulation.
- (Z) Signifies a correction.

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SECTION 1. GENERAL

1.4 Definition of Terms Used in the Tariff

Access: The ability of the subscriber to use the local exchange carrier's facilities for connection to the network, i.e. to place or complete local, intrastate, interstate and international telephone calls and other communications messages.

Access Line: The facility used by the exchange carrier to provide dial tone to a subscriber from the central office through and including the Network Interface on the subscriber's premises.

Airline Miles: The number of miles between two points calculated by using the shortest distance between the points involved.

Applicant: Any person or persons, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or any other entity requesting provision of service in accordance with this tariff.

Application for Service: A request made verbally or in writing for local exchange service including requests for a change in existing service.

Base Rate Area: The area in which basic access line service is furnished without mileage charges.

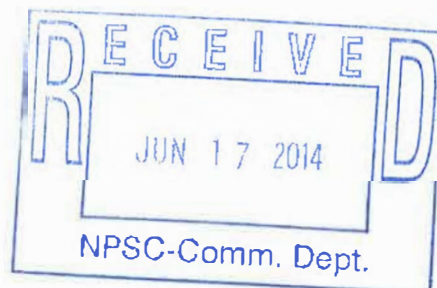
Business Office: The office of the Company that handles customer billing, collections and applications for service.

Call: A customer telecommunication message attempted.

Central Office: An independent switching unit in a telephone system that provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Channel: A path for communication between two or more stations, or central offices, furnished in such a manner as the Company may elect, whether by wire, radio or combination thereof.

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SECTION 1. GENERAL

1.4 Definition of Terms Used in the Tariff (cont'd.)

Circuit: A channel used for the transmission of electrical energy in the furnishing of telecommunication services.

Class of Service: The various categories of service generally available to the customer, such as business access line service.

COAM: Customer Owned and Maintained equipment.

Commission: The Nebraska Public Service Commission.

Company: Southeast Nebraska Communications, Inc..

Construction: All activities required by the Company in order to initiate, rearrange, discontinue or otherwise provide or modify services or facilities provided to the customer.

Cost: The cost of labor and materials that includes appropriate amounts to cover the Company's general operating and administrative expenses.

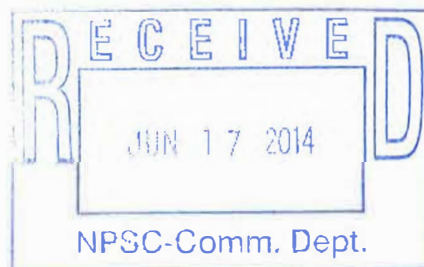
Customer: Any person or persons, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or any other entity provided with local exchange service by the Company.

Customer Owned and Maintained Equipment (COAM): Any wiring, device or apparatus provided by the customer for which complete ownership and maintenance responsibility resides with the customer.

Disconnection: Discontinuance of Company service made at the request of the customer or at the option of the Company for nonpayment of service or other valid reasons.

Exchange: A unit, or geographical area, established by an exchange carrier for the administration of access line service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with associated plant used in furnishing access line service in the area.

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SECTION 1. GENERAL

1.4 Definition of Terms Used in the Tariff (cont'd.)

Exchange Area: The territory served by an exchange as specified in this Local Exchange Service Tariff and in which the Company is authorized to provide service.

Exchange Carrier: A local exchange telephone company operating under authority of a certificate of public convenience and necessity engaged in providing access line service and related telecommunications service, regulated and unregulated, to the public. An exchange carrier may provide interexchange service as authorized by the Commission.

Exchange Service: Local Exchange Service.

Extended Area Service (EAS): Telecommunications service whereby customers located in a given exchange may make calls to, and receive messages from, one or more other exchanges, or make calls to one or more other exchanges without toll charges.

Indebted Household: Two or more people living together at least one of whom is indebted to the Company for service previously rendered.

Installation: Any activity required by the Company in order to initiate, provide, rearrange, or modify services or facilities for use by the customer.

Interexchange Carrier: A telecommunications company that provides interexchange service.

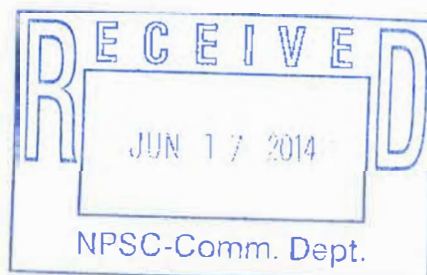
Interexchange Service: The telecommunications service rendered by companies between points that are not both within a local calling area as established in the tariff of an exchange carrier.

Local Channel: A channel connecting two or more stations within an exchange area or that portion of a channel connecting two or more stations within an exchange area.

Local Exchange Carrier: The exchange carrier.

Local Exchange Service: The telecommunications service provided within a local calling area, or exchange area, in accordance with this tariff.

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SECTION 1. GENERAL

1.4 Definition of Terms Used in the Tariff (cont'd.)

Local Exchange Telephone Service: Local Exchange Service.

Message: A completed customer telephone call.

Network Interface: The point of connection between the customer's facilities and the exchange carrier provided access line that is located on the customer's premises at a place deemed necessary to insure transmission quality, station grounding coordination and that is readily accessible to the customer and the exchange carrier.

Nonrecurring Charge: A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

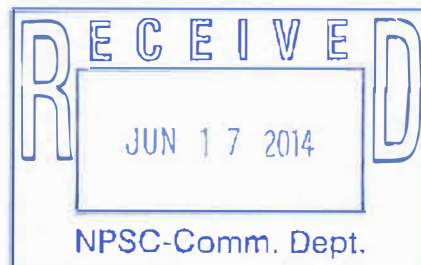
Pay-per-call Services (900, 960 or 976 Services): Telecommunications services (a) that permit simultaneous calling by a large number of persons to a single telephone number, (b) for which the consumer is assessed, by virtue of completing the call, a charge that is not dependent on the existence of a presubscription relationship, and (c) for which the consumer pays a per-call or per-time-interval charge that is greater than or in addition to the charge for the transmission of the call.

Premises: The building or the adjoining portions of a building occupied and used by the customer; or all of the buildings occupied and used by the customer; or all of the buildings occupied and used by the customer as a place of business or residence that are located on a continuous plot of ground not intersected by a public highway or property owned by another.

Private Contracts: The agreements between the Company and a customer for the furnishing of service in instances where all or part of this tariff does not apply.

Service Connection Charges: The nonrefundable charges a customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service in accordance with this tariff.

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SECTION 1. GENERAL

1.4 Definition of Terms Used in the Tariff (cont'd.)

Station: Each telephone instrument location, whether main or additional, on the premises of a customer or authorized user.

Switch: A unit of dial switching equipment that provides interconnection between station lines or trunks.

Subscriber: The customer provided with local exchange service by the Company.

Tariff: The schedule of rates, tolls, rentals, charges, classifications, rules and regulations that are filed by telephone companies and approved by the Commission.

Tariff Sheet: An individual sheet or page of the Company's tariff.

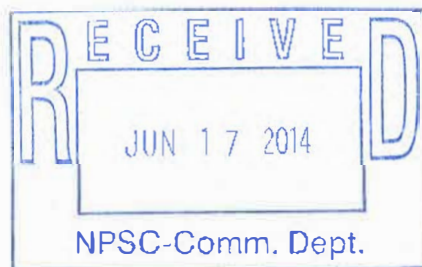
Telecommunications Service: The provision of facilities for the transmitting and reception of messages, impression, pictures and signals by means of electricity, electromagnetic waves, and any other kind of energy, force variations, or impulses whether conveyed by cable, wire, radiation through space, or transmitted by means of other media within a specific area or between designated points.

Telephone Company: Any person, firm, partnership or corporation engaged in the business of furnishing telecommunications services to the public by the authority of and under jurisdiction of the Nebraska Public Service Commission.

Toll Message: A completed telephone call or telephonic communication between an exchange station and another station not located within the same local exchange area as the calling station and for which specific charges for each such message are applicable.

User: The user of a service regardless of the identity or location of the customer of the service.

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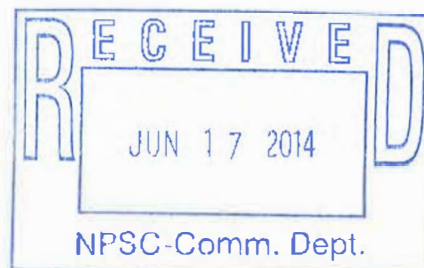
SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service

2.1.1 Application for Service

- A. Applications for service will be made in writing at the business office of the Company during normal working hours. A standard application form or service contract should be completed for which the applicant must provide his or her full legal name, social security number, address and legal description, if necessary, of the property to be served. Proper identification such as a driver's license or social security card may be required. Service applications become contracts when accepted in writing by the Company or upon the establishment of service.
- B. The applicant agrees to abide by the rules and regulations of the Company as specified in this tariff on file with the Commission. Any change in rate, rules or regulations shall act as a modification of the contract to that extent, without further notice.
- C. It shall be the responsibility of the customers or their agents to provide all easements, information and assistance as may be required by the Company for the installation of their service. No service may be established until all easements have been provided without charge to the Company.
- D. Except where public safety or lawful emergencies require expeditious handling, the Company will normally process all applications in chronological order.
- E. Requests from customers for additional service and equipment may be made verbally with CPNI certification. Unless otherwise specifically ordered by the Company, a move from one location to another within the same exchange area does not terminate the contract for service.

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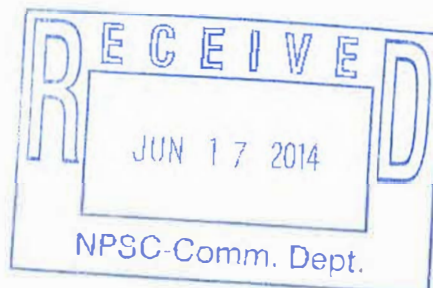
SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service (cont'd.)

2.1.2 Credit and Deposit Requirements

- A. The Company will administer a fair and nondiscriminatory credit policy that is easily understandable.
- B. The Company may request a customer to make a cash deposit or to increase the customer's existing deposit to establish credit. The amount of deposit required shall not normally exceed the bill for two (2) month's service plus estimated toll charges for two (2) months; however, a minimum deposit of \$60.00 may be required. An increase in the deposit amount may be requested if increased usage or additional services warrants it. The deposit required by the Company will comply with the guidelines set forth by the Nebraska Public Service Commission.
- C. The Company shall determine the credit standing of an applicant for service by referring to information about the applicant's prior telephone bill paying habits if the applicant has had service before or by referring to toll charges reasonably traced to the applicant but placed from the telephone of another if the applicant has not had service before. Such prior telephone experience and information from the previous twelve month period, if available, is a factor in decisions about deposit amounts. The Company may also use employment information to verify names and past addresses of service applicants and other credit history and information.

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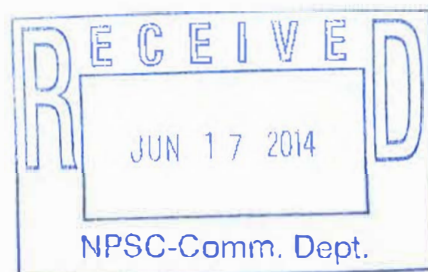
SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service (cont'd.)

2.1.2 Credit and Deposit Requirements (cont'd.)

- D. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation; nor constitute a waiver or modification of the regular practices of the Company that provide for the discontinuance of service for nonpayment of any sums due the Company for services rendered.
- E. The Company shall pay interest on a deposit at the minimum rate established by the Nebraska Public Service Commission. Interest shall accrue following acceptance of the deposit.
- F. In the case of residential service, the deposit and accrued interest shall be refunded upon request of the customer after twelve (12) consecutive months of payment by the bill due date and refunded automatically after twenty-four months of consecutive payment by the bill due date. In the case of business service, the deposits shall be refunded after thirty-six (36) consecutive months of payment by the bill due date. The Company shall not be required to pay interest on a deposit after the Company has made a reasonable effort to refund the deposit. Thereafter, an unclaimed deposit, plus accrued interest, shall be credited to an appropriate account.
- G. Ninety days after disconnection of service and receipt of the final payment, the Company will refund the customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills for service furnished by the Company.
- H. A transfer of service from one premises to another within the service area of the utility shall not be deemed a disconnection within the meaning of these rules, and shall not necessitate the requirement of a payment of a second deposit, unless a final bill has been issued at the first address.

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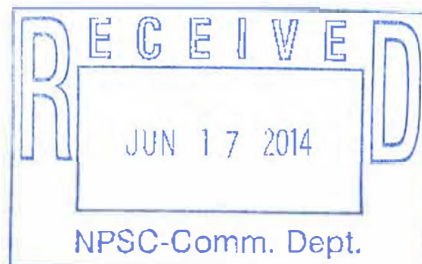
SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service (cont'd.)

2.1.2 Credit and Deposit Requirements (cont'd.)

- I. The Company will keep a record of each cash deposit until the deposit is refunded. The record will show:
  1. The name and current billing address of each depositor;
  2. The amount and date of the deposit;
  3. Each transaction concerning the deposit.
  
- J. Guarantors shall be accepted in lieu on deposits subject to the following:
  1. The guarantor shall be satisfactory to the Company.
  2. The guarantor shall guarantee the payment of all specific charges for access line facilities and service covered on the date the guarantee arrangement is entered into.
  3. The time period of guarantor's guaranty ("Guaranty Period") shall stop, subject to the terms specified in Section 2.1.2.K.4, upon the customer discontinuing service or after ten (10) business days written notice by the guarantor to the Company. However, the Guarantor's obligation to guaranty in the latter case, the customer would be subject to disconnection of service unless a security deposit is received before the date the guarantor's obligation ceases.
  4. The Company shall have six (6) months, from the date a guarantor's Guaranty Period ceases, in which to accumulate charges incurred prior to such date for which the guarantor may be obligated. The Company shall provide written notification to the guarantor verifying the date that the guarantor's Guaranty Period ceases.

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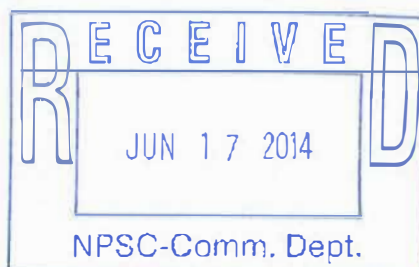
SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service (cont'd.)

2.1.3 Service Connection Charges

- A. Service connection charges are nonrefundable charges that apply to customer initiated requests for the establishment of a class of telephone service, for the subsequent changes to that service, for reconnecting service which has been temporarily disconnected for nonpayment or for the establishment of other miscellaneous services.
- B. Service connection charges will apply to a move of a customer's service from one premises to another.
- C. Service connection charges apply in addition to any other scheduled rates and charges normally applying under the tariffs.
- D. The Company may request that service connection charges, applicable deposits and charges for the first month's service be payable at the time application is made for the particular service or facility or prior to the establishment of service or upon presentation of a bill.
- E. Service connection charges to connect, move or change telephone service are made separately according to components of work required. Component charges specified hereunder apply to standard installation. Installations of inside wiring and jacks are the responsibility of the customer. Installations requiring extraordinary construction or cost will be charged according to the provisions of Section 2.9 of this tariff.

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SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service (cont'd.)

2.1.3 Service Connection Charges (cont'd.)

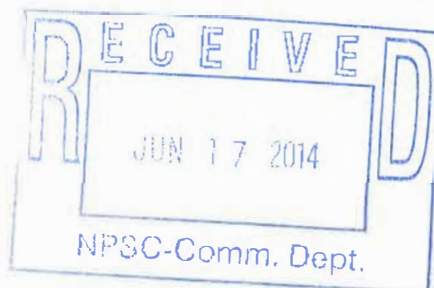
F. Service connection charges shall consist of the following charges:

Service Order Charge – For work associated with receiving, recording and processing information necessary to execute a customer's request for initial establishment of telephone service, additions and moves or changes to existing service, including changes only in directory listings.

Central Office Charge – For any work performed in the Central Office for connection of a new service, relocating existing service, number change or any other wiring resulting from a customer's request.

Reconnect Charge – Where service has been disconnected for nonpayment of any charges due or for failure of the customer to establish credit in accordance with regulation, the Reconnect Charge will apply for reconnecting one access line being provided to a customer at one location.

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## SECTION 2. RULES AND REGULATIONS

### 2.1 Establishment of Service (cont'd.)

#### 2.1.4 Nebraska Telephone Assistance Program ("NTAP")

A. NTAP assists qualifying low-income individuals with obtaining and keeping telephone services by lowering monthly service and connection rates.

B. The following eligibility requirements apply for NTAP:

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

The subscriber must be a participant in one of the following:

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

C. Specific information about NTAP may be obtained from the Company, the Nebraska Public Service Commission or on the Nebraska Public Service Commission's web site at [www.psc.state.ne.us](http://www.psc.state.ne.us).

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

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.

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

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).

SECTION 2. RULES AND REGULATIONS

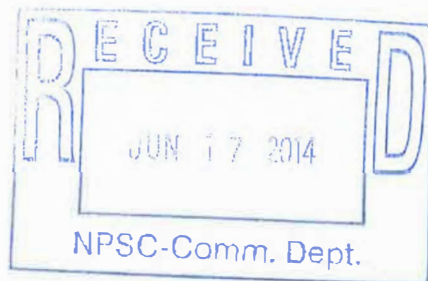
2.2 Refusal and Disconnection of Service

2.2.1 Refusal of Service

Refusal of service by the Company shall occur when any of the following conditions exist:

- A. An applicant is indebted to this Company for services previously rendered at the same or a different address and the applicant refuses to liquidate the debt.
- B. An applicant does not agree to pay reasonable deposit, advance payment, or installation charges or to provide proper identification as required by the Company.
- C. An applicant, though not personally liable to the Company, is attempting to return service to an indebted household and attempts are not forthcoming to liquidate the debt of that household.
- D. An applicant is unwilling to provide correct information about any or all of the following: past telephone service, last employment, or previous address.
- E. An applicant is in violation of governmental or Company rules regulations concerning evasion of payment, use of service for unlawful purposes, annoyance of other patrons, interference with or destruction of service facilities, or violation of service regulations.
- F. The Company may refuse to furnish or may discontinue telephone service to any person, firm or corporation upon written objection to the furnishing of such service made by or on behalf of any governmental law enforcement officer with authority to do so on the grounds that such service is or may be used for an illegal purpose.

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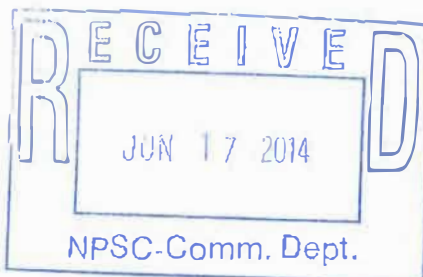
SECTION 2. RULES AND REGULATIONS

2.2 Refusal and Disconnection of Service (cont'd.)

2.2.2 Disconnection of Service

- A. The Company may, discontinue service to any customer not abiding by or adhering to the rules and regulations of this tariff. Specifically, the Company may disconnect service for any of the following reasons:
1. Failure to pay for services rendered subsequent to proper notice.
  2. Request for service or delinquency in payment for service at an indebted household, unless a customer in the indebted household to whom service is provided and billed has made prompt payment for such service.
  3. Without notice in the event of customer use of equipment in such a manner as to adversely affect the access line service to others.
  4. For violation of or non-compliance with the Commission's regulations governing access line service supplied by the Company.
  5. Any violation of or noncompliance with this tariff, which is filed with the Commission.
  6. Without notice in the event of tampering with the equipment furnished and owned by the Company.

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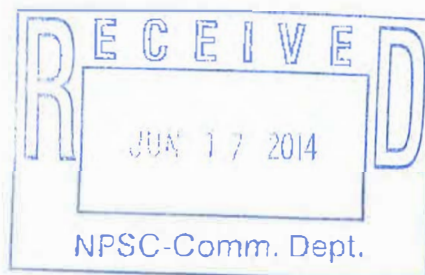
SECTION 2. RULES AND REGULATIONS

2.2 Refusal and Disconnection of Service (cont'd.)

2.2.2 Disconnection of Service (cont'd.)

7. The Company may refuse to furnish or discontinue telephone service to any person, firm or corporation who uses facilities furnished by the Company in a manner which could reasonably be considered threatening or frightening to others or who uses Company facilities for the impersonation of another. Company personnel are not required to continue conversations with customers who use foul, abusive, obscene, or profane language.
- B. The following procedures will be followed before a customer will be disconnected for nonpayment of a bill or non payment of a request for an increased deposit:
1. The Company will provide written notice of the Company's intention to disconnect, which notice will be either delivered personally in the Company's business office or mailed to either the address to which bills are customarily sent or the address where the service is provided. In some cases where providing notice is not practical, such as abandonment, the Company will make a reasonable effort to provide notice to the customer.
  2. Delivery of written notice or the length of a notice period may be shortened or waived in cases of fraud, illegal use, when it is clear that the customer is preparing to abandon the service or when allowed by the rules and regulations of the Commission.
- C. Restoration of service following disconnection by the Company for nonpayment will require payment by the customer of a Reconnect Charge. In addition to payment of the past due balance, the customer must pay the Reconnect Charge prior to reconnection.

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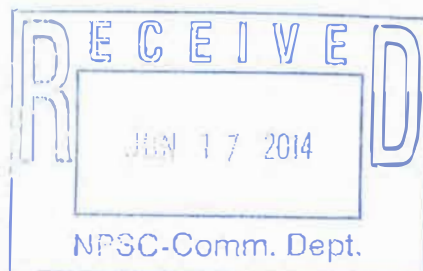
Effective: July 1, 2014

**SECTION 2. RULES AND REGULATIONS**

**2.3 Initial/Minimum Contract Periods**

- A. Except as hereinafter provided or specifically stated in this tariff or where service is provided under a special written agreement, the initial (or minimum) contract period for all services shall be one month. Customers taking service for less than the minimum period will be billed for a minimum monthly charge including installation and other nonrecurring charges, if any, as specified under the appropriate rate schedule.
- B. The length of the contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to the customer.
- C. Where the provision of service requires special or non-standard types of arrangements of equipment or makes it necessary to construct or install additional or special facilities or equipment, the Company may require that a private contract be executed between the Company and the customer providing for a minimum contract period of more than one month at the same location.

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SECTION 2. RULES AND REGULATIONS

2.4 Termination or Cancellation of Service by the Customer

2.4.1 General

Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of the service. All cancellation or termination requests made to the Company by the customer shall be made at least five business days in advance of desired termination date.

2.4.2 Cancellation Prior to Installation

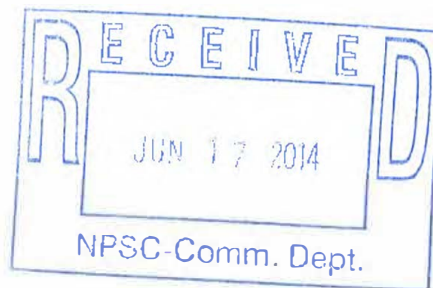
When cancellation occurs prior to the start of installation or service by the Company, no charges will apply. Installation of facilities for a customer is considered to have started when the Company has incurred any expense in the connection therewith, or the preparation thereof, which it would not have otherwise incurred, provided the customer had advised the Company to proceed with such installation.

2.4.3 Termination Prior to Expiration of Contract Period

Service may be terminated prior to the expiration of the initial contract period upon notice being given to the Company, and upon payment of the termination charges specified hereunder, in addition to all charges due for service which has been furnished:

- A. Where service for which the initial contract period is one month, the charges due include payments for the balance of the initial month.
- B. In the case of directory listings where the listing has appeared in the directory, the charges are due through the end of the directory period.
- C. Contracts for periods of longer than one month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original customer.

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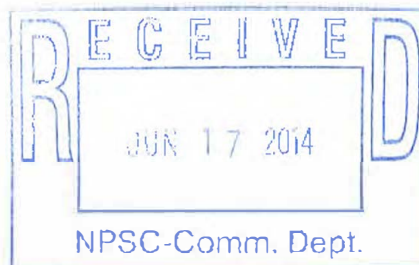
## SECTION 2. RULES AND REGULATIONS

### 2.5 Billing Procedures and Payment Requirements

#### 2.5.1 General Policies

- A. The Customer is required to pay all charges for exchange services and facilities and for toll messages if the toll provider contracts for billing and collection services from the Company including collect toll messages which have been accepted at the customer's telephone.
- B. Recurring charges will be billed monthly in advance and toll charges will be billed in arrears. Nonrecurring and toll charges shall be assessed at the time such service is provided and billed as a part of the next regular monthly bill. When service does not begin or end on the first day of a billing month, the charges or fractional part thereof will be prorated in the ratio number of days involved to thirty (30) days. Special billing may be made by the Company to any customer where the total amount due the Company becomes unusually high without valid reason, or when the customer cancels service. Any special billing not paid on demand shall be considered delinquent.
- C. Bills to customers will be either typed, machine printed or electronically formatted, rendered regularly, and shall contain a listing of the type of service rendered, the related charges, and the total bill for such services. The Company shall provide the customer with a breakdown of local service charges upon request. Itemized toll statements shall be included in each bill.
- D. If a dispute between the customer and the Company occurs regarding any bill, prompt investigation will be made and the results given to the customer. During the investigation, disconnection of service will not occur provided the balance of the bill not in dispute is paid. If the investigation does prove the disputed billing is correct under the regulations of the Nebraska Public Service Commission, and the customer still will not pay the amount due, the Company may then disconnect service. The customer, or the Company, may make application to the Commission for review. Their decision will be final, subject only to legal redress as the parties involved may choose to exercise. The Commission may prohibit such disconnection pending review of the dispute.

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SECTION 2. RULES AND REGULATIONS

2.5 Billing Procedures and Payment Requirements (cont'd.)

2.5.1 General Policies (cont'd.)

- E. An adjustment of charges for over-billing by the Company will be made for the full amount of excess charges.
- F. The Company will maintain records of past customers for a period of six months after termination. The Company may make these records available to other utilities engaged in credit checks in accordance with Federal laws.

2.5.2 Taxes and Surcharges

Any applicable taxes or surcharges which are levied or imposed on the Company by any taxing authority or other governmental agency for direct charge to the customer shall be added to the customer's monthly billing. These taxes and surcharges will be charges on a proportionate basis to all customers receiving service within the jurisdiction of such governmental agency. Such taxes and surcharges include, but are not limited to, sales taxes, federal excise taxes, applicable franchise taxes, occupation taxes, license taxes, 911 Surcharge, Telecommunications Relay Service Surcharge, FCC Subscriber Line Charge. Effective July 1, 2019, the Telecommunications Relay Surcharge is three cents (\$0.03) per month on the first one hundred telephone numbers or functional equivalent per subscriber.

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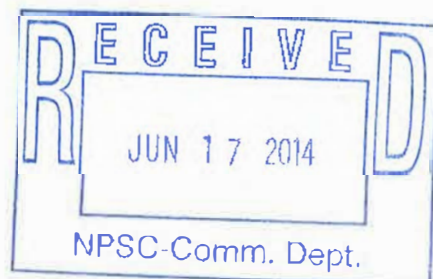
SECTION 2. RULES AND REGULATIONS

2.5 Billing Procedures and Payment Requirements (cont'd.)

2.5.3 Insufficient Funds Checks

- A. Checks on banks will be accepted for payment of bills or other amounts due to the Company.
- B. In the event a customer submits an insufficient funds check for payment of a current bill amount, the Company will attempt to resubmit the check to the bank for payment. The Company will notify the customer that it has resubmitted the check for payment and that the customer's service will be subject to disconnection if the check is returned again. If the resubmitted check is returned, the Company will disconnect the customer's service and will notify the customer that an Insufficient Funds Check Charge will apply in addition to the customer's total balance due and applicable reconnect charges before the customer's service will be reconnected.
- C. In the event a customer submits an insufficient funds check for payment of a delinquent bill amount, the customer's service will be disconnected and the customer will be notified that an Insufficient Funds Check Charge will apply in addition to the customer's total balance due and applicable reconnect charges before the customer's service will be reconnected.
- D. If any customer renders two insufficient funds checks during a twelve (12) month period the Company shall notify the customer that subsequent payments must be made in cash, cashiers checks or money orders.

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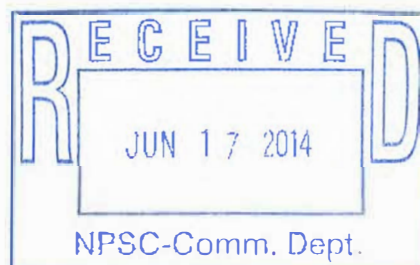
## SECTION 2. RULES AND REGULATIONS

### 2.6 Responsibilities of the Customer

#### 2.6.1 General

- A. Customers of the Company shall be responsible for the prompt payment for all services rendered by the Company. Failure to receive a bill for any given period of time will not relieve the customer of the customer's financial obligation. Payments may be made to the Company business office or authorized collecting agents, in person, by mail, electronic transfer, or to employees when authorized in accordance with the tariff rate schedules contained herein. Only properly appointed and identified employees or agents of the Company are authorized to receive customers' payments.
- B. In no case shall a customer be required to pay any sum to an employee of the Company or to anyone alleging to be an agent of the Company except as provided herein. Any customer who makes such unauthorized payments may still be obligated to pay the Company if the Company is unable to recover all or part of such sums taken by unauthorized persons.
- C. The customer may not damage, tamper with or attempt to repair any Company-owned facilities on the customer's premises, or apparatus connected to such without written consent of the Company. In the event there are available evidences that customer manipulates or tampers with any service or Company-owned facilities, the Company shall have the right to immediately discontinue service without notice. The customer is responsible for and shall be liable for damages to the facilities of the Company caused by negligent or willful acts of the customer or the customer's authorized agents and users, including the reimbursement of the Company for any losses through theft, fire, or vandalism occurring as a result of such negligence.
- D. In no case shall the Company be required to work in an unsafe or hazardous condition, or to place in jeopardy or possible harm its personnel or facilities.
- E. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities; the customer agrees to pay the Company's current charges for such changes.

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**SECTION 2. RULES AND REGULATIONS**

**2.6 Responsibilities of the Customer (cont'd.)**

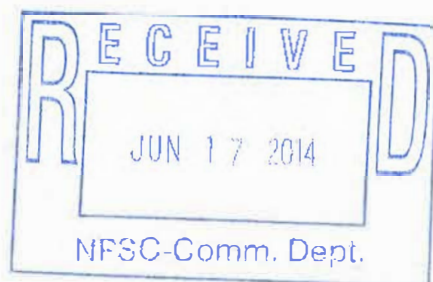
**2.6.2 Access to Customer Premises**

- A. A properly identified employee of the Company shall have access to the premises of a customer at all reasonable times for the purpose of conducting business.
- B. If after a reasonable effort and proper notice on the part of the Company, access cannot be gained to the premises, the Company may discontinue service if there is a requirement to do so until such access can be gained.

**2.6.3 Change of Occupancy**

- A. When a change of occupancy or legal responsibility takes place on any premises served by the Company, notice shall be given in writing or verbally within a reasonable time prior to such change. The outgoing customer is responsible for all service charges, including toll, until such notice has been received by the Company. No new incoming service under this section shall be provided for the indebted outgoing customer until all prior indebtedness of the customer has been resolved to the satisfaction of the Company.
- B. In the event a home or business changes ownership during the period and a special contract or unpaid construction charges remain, the previous owner must arrange to satisfy the old agreement with the Company or make arrangements satisfactory to the Company for a new owner to assume the obligation for the balance of the application.
- C. The Company is not responsible for errors, delay or expense resulting from procedures other than those defined in this tariff.

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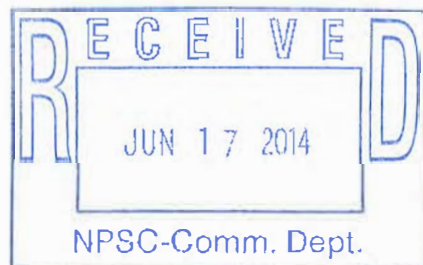
SECTION 2. RULES AND REGULATIONS

2.6 Responsibilities of the Customer (cont'd.)

2.6.4 Customer Owned and Maintained (COAM) Equipment

- A. Customer provided terminal equipment and customer provided communication systems may be connected with the facilities furnished by the Company for telephone services as provided in these conditions and as set forth in the FCC registration program contained in Part 68, Chapter 1, Title 47 of the Code of Federal Regulations. The customer is responsible for all installation, operation, maintenance and compliance to all laws, rules and regulations for equipment and facilities provided by the customer for interconnection with the Company's facilities in accordance with the rules governing customer owned and maintained equipment (COAM) as set forth in this section. Any damage or harm caused by customer actions or failure to act on the customer side of the point of interconnection shall in no way be a liability of the Company.
- B. Where telephone service is used in connection with customer provided terminal equipment or communication systems, the operating characteristics of such equipment or systems shall be such as to:
1. Not interfere with any service offerings by the Company.
  2. Not endanger the safety of Company employees or the general public.
  3. Not damage, require change in or alteration of equipment or other facilities of the Company.
  4. Not interfere with the proper function of the Company's equipment or facilities.
  5. Not impair the operation of the telephone network or other-wise injure the public in its use of the Company's services.

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SECTION 2. RULES AND REGULATIONS

2.6 Responsibilities of the Customer (cont'd.)

2.6.4 Customer Owned and Maintained (COAM) Equipment (cont'd.)

- C. Upon notice from the Company that the customer provided equipment or system is causing or is likely to cause a hazard or interference, the customer shall make such changes as shall be necessary to remove or prevent such hazard or interference. The customer shall be responsible for the payment of all Company charges for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer provided equipment or facilities.
- D. The Company shall not be responsible for the installation, operation or maintenance of any customer provided equipment or systems. Telephone service is not represented as adapted to the use of such equipment or systems. Where such equipment or systems are connected to Company facilities, the responsibility of the Company shall be limited to the furnishing, operation and maintenance of such facilities in a manner suitable for telephone service. The Company shall not be responsible for the through transmission of signals generated by customer provided equipment or systems, or the quality or defects in such transmission, or the reception of signals by customer provided equipment or systems.
- E. The Company shall not be responsible to the customer if changes in these conditions or in any of the facilities, operations or procedures of the Company render any customer provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.

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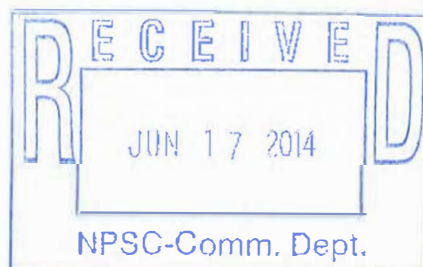
SECTION 2. RULES AND REGULATIONS

2.6 Responsibilities of the Customer (cont'd.)

2.6.4 Customer Owned and Maintained (COAM) Equipment (cont'd.)

- F. Where any customer provided equipment or systems is used with telephone service in violation of any of these conditions, the Company will take such immediate action as necessary for the protection of the network and will properly notify the customer, in writing, of the violation. The customer shall discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within two (2) days following the receipt of written notice from the Company that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this tariff.
  
- G. The customer with COAM equipment interfacing with the facilities of the Company is responsible to determine whether the COAM equipment is operating properly prior to reporting any trouble to the Company. The Company is not obligated to make any tests of its facilities until the customer has completed testing the COAM facilities and determined the trouble to be in the Company's equipment. If the Company finds upon testing that the trouble was in the COAM equipment and not the Company's equipment, charges will be assessed to the customer for labor and equipment utilized by the Company to make any required tests.

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SECTION 2. RULES AND REGULATIONS

2.6 Responsibilities of the Customer (cont'd.)

2.6.5 Unauthorized Attachments

Unauthorized attachments to facilities provided to the customer may be removed by the Company without notice. Where it can be reasonably determined that the customer intended to defraud or avoid payment to the Company, complete service may be revoked and the customer may be held liable for back charges for services and installation of the unauthorized attachment, as though the Company had installed the service.

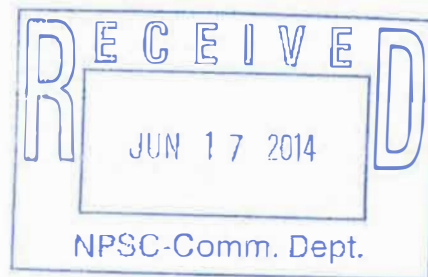
2.6.6 Use of Service for Unlawful Purposes

All Company service is provided subject to the condition that it will not be used for any unlawful purpose; nor may the Company operate outside the law or allow to be operated any service or facilities belonging to the customer, or the Company, which might be or could become a danger or hazard to the employees, property, injuries, or harm caused by the negligence of the customer shall be the responsibility of the customer and in no case may the Company be held liable.

2.6.7 Damage to Company Facilities

Any customer, contractor or other party that damages Company facilities, including but not limited to cutting the Company's cable, must reimburse the Company for its costs to repair or replace the damaged facilities. The Company's costs will include labor, material and equipment charges.

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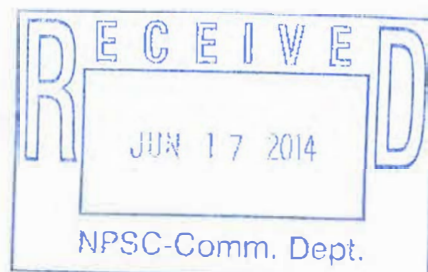
SECTION 2. RULES AND REGULATIONS

2.7 Responsibilities of the Company

2.7.1 General

- A. The Company's obligation to furnish exchange telephone service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities.
- B. The Company shall make its services available to applicants, without discrimination and in accordance with applicable Federal, State and local laws and its tariffs, as a regulated public Company under the jurisdiction of the Commission.
- C. This tariff of the Company governs the outgoing service of a customer and in no manner guarantees the customer to the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.
- D. The Company shall not be responsible for the customer's conformance to any applicable laws, regulations or ordinances, or for any harm caused by the customer's neglect.

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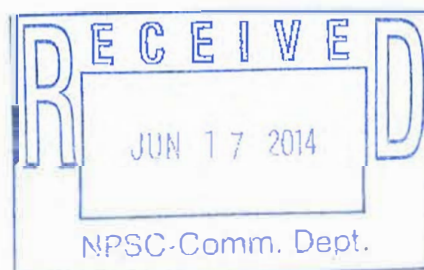
**SECTION 2. RULES AND REGULATIONS**

**2.7 Responsibilities of the Company (cont'd.)**

**2.7.2 Telephone Directories**

- A. Telephone directories, containing an alphabetical listing of all customers and classified advertisements, are issued annually without charge by the Company as it deems necessary for the efficient use of telecommunications service, with a minimum of one directory per access line. Other directories will be furnished at the discretion of the Company.
- B. The customer assumes all legal responsibility in regard to the authenticity of the name listed on the application form and ultimately in the directory.
- C. The Company, except as provided herein, shall not be liable for damage claimed on account of errors in or omissions from its directories, nor for the result of the publications of such errors in the directory, nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories. Claims for damages due to errors or omissions in directory listings will be limited to a prorated reduction of the charge for the affected directory service. The maximum reduction is not to exceed the full amount of the directory charges for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing.
- D. In the cases of extra listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.

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SECTION 2. RULES AND REGULATIONS

2.7 Responsibilities of the Company (cont'd.)

2.7.3 Telephone Numbers

- A. The customer has no property right in the telephone number or any right to continuance of service through any particular central office, and the Company may change the telephone number or the central office designations, or both, of a customer whenever it deems advisable in the conduct of its business.
- B. In cases of a residential household that is divided due to divorce or separation, the telephone number will remain with the residence where the service was being provided prior to such divorce or separation, unless other arrangements are agreed to by both parties.

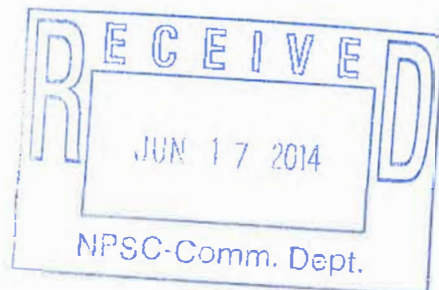
2.7.4 Use of Connecting Company Lines

Facilities of other companies may be used in establishing connections to points not reached by this Company's lines. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.

2.7.5 Defacement of Premises

The Company shall exercise care in all work done on a customer's premises. No liability shall attach to the Company by reason of defacement or damage to the customer's premises resulting from the existence of the Company's facilities, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees.

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## SECTION 2. RULES AND REGULATIONS

### 2.7 Responsibilities of the Company (cont'd.)

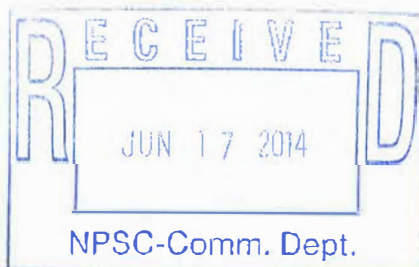
#### 2.7.6 Service Interruption

- A. In the event of a service interruption, restoration of service, to the extent practical, will be made first for emergency services, such as medical services, fire departments, law enforcement agencies, highway maintenance departments, civil defense organizations and other utility companies.
- B. The Company does not guarantee uninterrupted service. In the event the customer's service is interrupted and service outages are properly reported by the customer and for which the customer is not at fault, nor negligent, an adjustment to the regular monthly service charge may be allowed.
- C. No allowance is given for a service outage whose duration is less than twenty-four hours after receipt of the outage notice from the customer. If access line service is interrupted as the result of widespread disaster, no refund shall be required unless the access line service remains interrupted for a period in excess of seven days.
- D. Customers eligible for a refund shall notify the Company, specifying the outage period, date and time of restoration. The Company will, upon verification, make appropriate adjustments in its next regular billing. No other liability shall in any case attach to the Company due to interruptions of service.

#### 2.7.7 Limits of Company Liability

- A. The liability of the Company, if any, for any loss or damage arising from but not limited to any act, omission, mistake, interruption or delay, or defect in transmission in the course of providing services or facilities which is caused by the Company shall not exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which the event creating liability occurs. All claims or suits of subscriber or any others are subject to this limitation. This liability for damages shall be in addition to any amounts that may otherwise be due the subscriber under this tariff as a credit allowance for interruption of service. All claims, except claims associated with the Company's gross negligence or willful misconduct, are subject to these limitations. Under no circumstances is the Company liable for any consequential damages for any claim.

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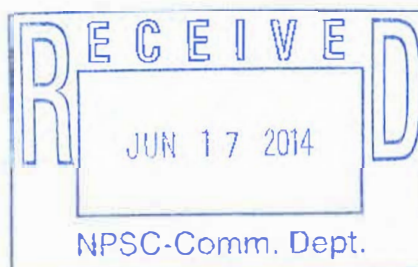
**SECTION 2. RULES AND REGULATIONS**

**2.7 Responsibilities of the Company (cont'd.)**

**2.7.7 Limits of Company Liability (cont'd.)**

- B. The Company shall make all reasonable efforts to prevent, and where applicable, repair interruptions in service, but does not guarantee the uninterrupted working to its lines or equipment. The Company shall provide allowance for interruption in service when such interruption shall have continued for a period of more than twenty-four (24) hours after detected by or reported to the Company. However, when interruption is not due to the Company's negligence or willful act (for example, a natural disaster), allowance shall be provided only if the interruption shall have continued for a period of seven (7) days after detected by or reported to the Company. An adjustment in charges or a refund to the subscriber based upon a pro rata portion of the monthly service and equipment rental charge for the period of interruption shall be made by the Company as allowance becomes due. No allowance shall be made for interruption due to negligence or willful conduct on the part of the subscriber.
- C. When, in the judgment of the Company, the continued provision of service becomes unsafe; or where Federal, State or local regulations place operational restriction(s) upon the Company because of unsafe or hazardous situations, or other unusual conditions including strikes or lockouts; service as provided for in this tariff may be temporarily suspended by the Company. In so doing, the Company shall endeavor to minimize such suspension. However, the Company assumes no liability for the inconvenience or damages suffered by the customer during such periods.
- D. The Company reserves the right to temporarily suspend service when repair, modification or improvement to the system is necessary. If not precluded by emergency conditions, the Company will make a reasonable effort to give notice to the customer either through the use of public media or individual communication. Repairs or improvements will be completed expeditiously and so far as it is reasonably possible, the work will be performed at a time that will cause the least inconvenience to the customer.

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SECTION 2. RULES AND REGULATIONS

2.7 Responsibilities of the Company (cont'd.)

2.7.7 Limits of Company Liability (cont'd.)

- E. The customer's facilities and equipment shall conform to all applicable laws, regulations, or ordinances as may be effective and to the conditions of this tariff. The Company does not express, imply or warrant the adequacy, safety or other characteristics of customer-owned or operated equipment of virtue of any inspection or rejection of facilities. The Company shall not be held liable in any way for customer-owned and maintained equipment which causes or may cause a hazardous, unsafe or dangerous condition, or threatens the health of others, even though such facilities were inspected by the Company.

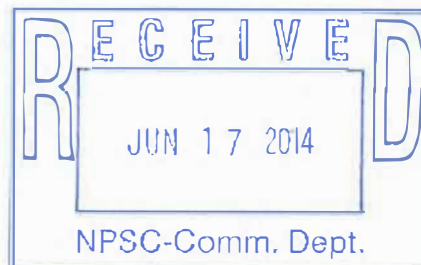
2.8 Customer Complaints

- A. Customer complaints against the Company shall be made first directly to the Company. The Company shall allow complaints to be accepted and processed in a simple manner and form. Every complaint shall be promptly investigated in fair manner and the results reported to the complainant. If the report of the investigation is made orally, the Company shall provide the complainant, upon request, the report in writing. If the Company fails to resolve a complaint to the satisfaction of the complainant, the Company shall, upon request, inform the complainant of the availability of the Commission to review the Company's investigation and the Company shall provide the complainant with the address and telephone number of the Commission.

Nebraska Public Service Commission  
300 The Atrium, 1200 "N" Street  
P.O. Box 94927  
Lincoln, Nebraska 68509-4927  
(402) 471-3101

- B. The Company shall refrain from suspending or terminating service for non-payment during the pendency of a complaint before the Company or the Commission, unless otherwise provided by the Commission; provided however, that as a condition of continued service during the pendency of such dispute, a customer shall pay the undisputed portions of any bill for service.

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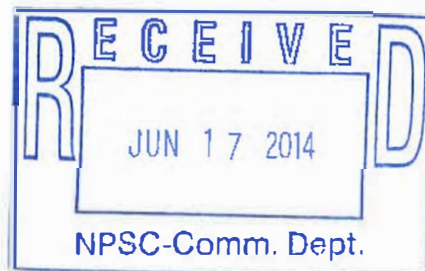


## SECTION 2. RULES AND REGULATIONS

### 2.9 Special Services and Construction

- A. All rates and charges set forth in this tariff are for the provision of service, equipment, and facilities in normal locations, and under normal working conditions as defined by the Company. When special installation, construction or modification of facilities, equipment, operations or services is required or when other unusual service is performed, additional charges may apply and will be developed as such conditions require. Special charges may arise when, at the request of the customer, the Company constructs or installs facilities in order to provide service, or undergoes significant changes in operation to provide the requested service, and one of the following conditions exist:
1. There is no general requirement for the facility or service other than that of the customer requesting the facility or service.
  2. The facilities or service are of a type other than that which the Company would normally provide.
  3. The Company must purchase, construct or otherwise incur greater expense to provide the requested facilities or service that it would otherwise deem necessary in order to fulfill the initial service requirement.
  4. The Company is required to expedite service at a greater expense than that which it would otherwise incur.
  5. The Company constructs or provides temporary facilities or service for a period during which permanent facilities are under construction or not required. When the revenue to be derived from the service is not sufficient to warrant the Company assuming special construction or service cost or when costs are sufficient to unduly restrict the operating capital of the Company, the customer may be required to pay all or a part of such cost.
- B. Special services and facilities, may be furnished pursuant to special contract for such period as may be agreed upon, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company.

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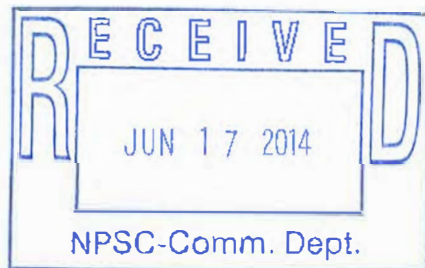
Effective: July 1, 2014

SECTION 2. RULES AND REGULATIONS

2.9 Special Services and Construction (cont'd.)

- C. In the event any such special service or facility or the use made thereof interferes with the furnishing of telephone service by the Company, the Company may terminate such contract and cease to furnish such special service or facility after thirty (30) days written notice to the customer.
- D. Applicants who desire special services and constructions may request an estimate of the cost, time to construct and probable monthly recurring charge for provision of such services. The company will arrange for an inspection of the property and take whatever action necessary to develop the appropriate cost estimate as soon as practical. Special construction estimates shall take into account all pertinent information regarding the Company's plans for expansion and new construction, other service potentials, additional customers and related information.
- E. Upon completion of the estimate and approval by the Company, the applicants may, at their option, do any of the following:
1. Contract with the Company to construct the required facilities in accordance with the terms and conditions mutually agreed to. Such contract shall not be valid, nor binding on either party until approved by the Company.
  2. Undertake to construct their own facilities and interconnect with the Company at a point of interconnection acceptable to both parties and in accordance with the rules and regulation governing customer owned and maintained equipment (COAM) contained in this tariff.
  3. Notify the Company that the application is being withdrawn and terminate further proceedings without incurring any liability or obligation.

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**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.1 Local Exchange and Extended Area Service**

**3.1.1 Description of Local Exchange Service**

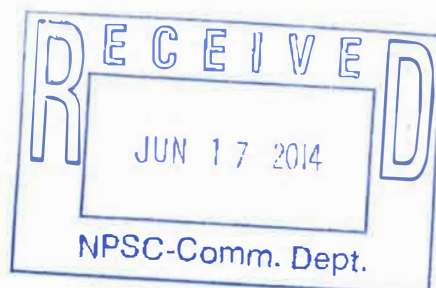
Local exchange service is available to the general public through facilities owned and operated by the Company. In addition to providing for communication between two stations within an exchange area, local exchange service is used to establish and maintain connection between an exchange station and other facilities in connection with interexchange service calls or extended area service calls.

**3.1.2 Description of Extended Area Service**

- A. Extended Area Service (EAS) is interexchange telephone service that is offered in conjunction with Local Exchange Service. Where EAS is offered between two or more exchanges, a customer in one exchange is able to place a call to the other exchange or exchanges with which EAS is offered without being assessed a long distance toll charge. If, however, the customer elects to place the call through a long distance operator or by direct dialing the call using long distance calling procedures the call will be classified as a toll call and the customer that placed the call, or the customer that accepted charges for the call, will be billed the applicable toll charges for the call.
- B. In an exchange where EAS is available, it is provided to all customers within the exchange. EAS Service is available in the following exchanges:

<u>Exchange</u>	<u>EAS to Exchange Service Area Of</u>
Falls City	Tri-City
Tri-City	Falls City

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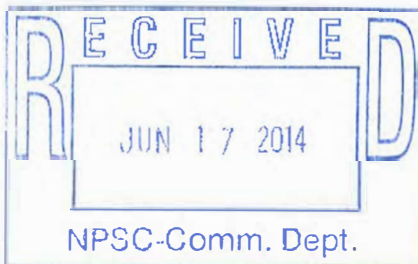
**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.1 Local Exchange and Extended Area Service (cont'd.)**

**3.1.3 Application of Rates**

- A. Rates for local exchange service area are applied per access line ordered by the customer. Access line rates may vary depending upon the exchange area for which the customer requests service. The access line rate for local exchange service entitles the customer to calls to all local stations connected to a central office of the same exchange and, if EAS is available, to all local stations served by central offices of the extended area exchanges.
- B. Access line rates for some exchanges may include an EAS Adder charge. In an exchange where an EAS Adder is applicable, the EAS Adder will be applied to all access lines within that exchange.
- C. Business and Residence Access Lines are available from the Company. Business Access Line rates will apply at the following locations:
  - 1. In offices, stores, factories, mines, and all other places of a strictly business nature.
  - 2. In boarding houses, except as noted in Section 3.1.3.D.2. In offices of hotels, halls, and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial school or colleges, hospitals, libraries, other similar institutions, and at pay stations.
  - 3. At residence locations where the customer has no regular business telephone and when Directory Advertising or other forms of business advertising are used in association with such locations or numbers.
  - 4. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business.
  - 5. In any location where the listing of service at that location indicates a business, trade or profession, except as specified below.

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**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.1 Local Exchange and Extended Area Service (cont'd.)**

**3.1.3 Application of Rates (cont'd.)**

6. At residence locations where the customer has no regular business phone and his/her principal income is derived from public sale of goods or services (as in the case of distributors of household products or carpenters who contract their services).

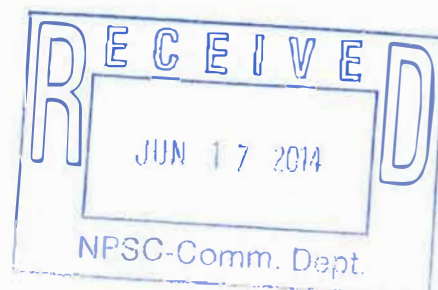
**D. Residence rates apply only at the following locations:**

1. In a location used exclusively as a private residence except as provided in 3.1.3.C.
2. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
3. In the place of residence of a clergyman or nurse, and in the place or residence of a physician, surgeon, or other medical practitioner, dentist or veterinarian, provided the customer does not maintain an office in the residence.

**E. A Service Order Charge and Central Office Charge will apply to all customer orders for access line service from the Company.**

**F. Customers requesting to change their access line service from Residence Access Line Service to Business Access Line Service will be charged a Service Order Charge.**

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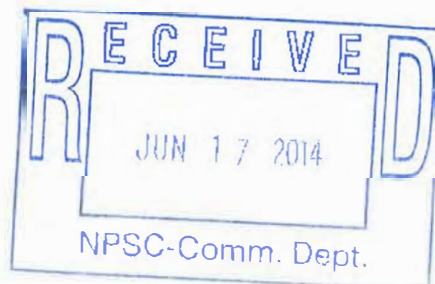
SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.1 Local Exchange and Extended Area Service (cont'd.)

3.1.4 Off-Premises Extensions

- A. Off-premises extensions, or combination main stations, are provided, subject to the availability of facilities, to customers who desire to be able to answer incoming calls for one access line at two or more locations. Outgoing calls can be made from either location.
- B. Off-premises extensions may be provided in connection with either residence or business access line service; however, such extensions will only be provided on the premises of parties that, in the sole discretion of the Company, are affiliated with each other.
- C. Off-premises extensions are available to customers moving from one location to another who want to be able to answer calls from either location for an interim time period. During the time period that service is provided at both locations, the applicable residence or business access line charges will apply at each location.
- D. Applicable residence access line charges will apply to all residence extensions installed in a business location provided the customer already subscribes to business access line service. If the customer has only one telephone number in both a residence and a business location, the customer will pay for one residence access line and one business line.
- E. Business extensions in a residence location will be rated at the residence access line rate. A business extension in a second business location will be rated at the business access line rate.
- F. When a customer orders the installation of off-premises extensions, a Service Order Charge and Central Office Charge will apply to each off-premises extension installed.

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**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.1 Local Exchange and Extended Area Service (cont'd.)**

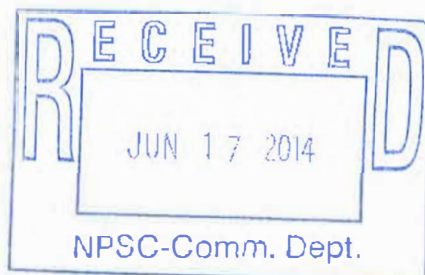
**3.1.5 Remote Call Forwarding**

Remote Call Forwarding is available to business customers who want all calls to a telephone number in the Company's territory forwarded to a telephone number outside the Company's territory. Remote Call Forwarding is provided through the Company's central office. The customer will be charged the monthly charges for a Business Access Line. The Call Forwarding Charge does not apply with Remote Call Forwarding. A Service Order and Central Office Charge will apply at the time the customer requests this service.

**3.1.6 Vacation Rate Service**

- A. Upon request of the customer, local exchange service may be temporarily suspended for a period of one month or more. No service will be provided during the period of suspension. Only one period of suspension is allowed in any calendar year.
- B. During the period of service suspension, the reduction in rate for local exchange service will be equal to fifty percent of the customer's normal total local exchange service charges. A Service Order and Central Office Charge will apply when the customer requests that normal service be restored.

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### SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

#### 3.2 Line Extensions

##### 3.2.1 Line Extension to Temporary Locations

Service may be furnished to a premises of a temporary nature which may not remain in a fixed location for any considerable length of time, such as a trailer house. If the Company determines that service may not be in place for a sufficient amount of time to recover its cost, then the customer may be required to pay the entire cost of the new construction necessary to establish service, including charges for the first three-tenths of a mile.

##### 3.2.2 Line Extensions to Permanent Locations

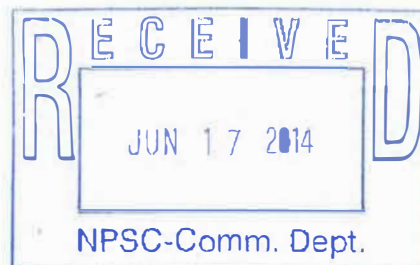
Under normal conditions, the Company will extend its lines to reach applicants within its exchange areas, without charge, if the premises is of a permanent nature and if the cost of construction of the required line extensions will not exceed seven times the estimated annual exchange revenue from the applicant or applicants to be served and provided one of the following conditions exists:

- A. The applicant is within the exchange area served by the Company.
- B. The applicant is within three-tenths of a mile from existing facilities. Should multiple applicants desire service at one location, the Company will extend its facilities three-tenths of a mile from each applicant.

##### 3.2.3 Provision of Private Right-of-Way

Where required by the conditions, applicants for line extensions shall provide without expense to the Company, private right-of-way parallel to the public highway; such right-of-way shall be free from tree interference and shall be otherwise suitable.

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3.2 Line Extensions (cont'd.)

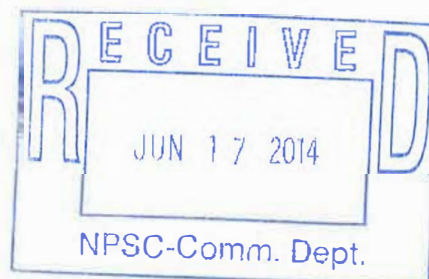
3.2.4 Other Regulations

- A. The construction charges assessed an applicant or applicants shall be negotiated in advance.
- B. Payments for construction of line extensions are not refundable, except at the discretion of the Company, and no credit will be allowed for future installation on line extensions constructed under these regulations.
- C. If an applicant requests service and new facilities must be constructed, but the applicant does not have a domicile at the location, prepayment of all new construction charges will be required. When a home has been completed, the Company will refund the charges for three-tenths of a mile.
- D. The Company is in no way responsible for any representations or claims by any third parties including but not limited to housing developers, housing contractors, real estate salespersons, or others in regard to what type of service will be provided or when such service will be provided.

3.2.5 Application of Rates

- A. If the requirements of an applicant or group of applicants exceed the provisions listed in Section 3.2.2, construction charges in excess of the allowances described in Section 3.2.2 will apply unless waived by the Company. The construction charges for line extensions will be apportioned equally among all applicants of a group.
- B. Where construction charges for line extensions are applicable, construction charges shall be applied per one-tenth (1/10) of a mile or any fraction thereof and in accordance with Section 2.9 of this tariff.

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**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.3 Rotary Hunt Service**

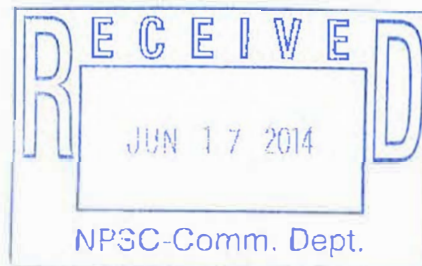
**3.3.1 General**

In instances, where more than one access line terminates at the customer's business, Rotary Hunt Service is available. The access lines or trunks are arranged in such a way that even though the same telephone number is dialed, the first available trunk is selected, regardless of the trunk number. Rotary Hunt Service may only be ordered in connection with Business Access Line Service.

**3.3.2 Application of Rates**

- A. Rotary Hunt Service is charged at monthly rates per trunk (or per access line) equipped with the hunting function. Rotary Hunt Service charges are in addition to monthly charges for Access Line Rates.
- B. If Rotary Hunt Service is ordered at the time Local Exchange Service is initially ordered or in conjunction with a move of the customer's service from one location to another, no additional Service Connection Charges will apply.
- C. Changes of existing service to Rotary Hunt Service after the initial order for Local Exchange Service will require payment of a Service Order Charge and a Central Office Charge.

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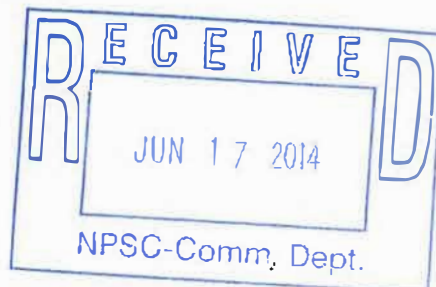
### SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

#### 3.4 Custom Calling Features

##### 3.4.1 Features

- A. Privacy Defender allows a subscriber to control incoming calls, giving the ability to screen and reject unwanted calls. The service intercepts calls that have “unavailable” numbers or “unknown” or “private” callers.
- B. Voice Mail forwards calls to a voicemail service if they are unanswered or if the subscriber line is busy. The subscriber accesses the voicemail service by dialing an access number.
- C. Call Forwarding
  - 1. Unconditional Call Forwarding forwards all incoming calls to a different number.
  - 2. Busy Call Forwarding forwards incoming calls to a different number when the direct line is busy.
  - 3. Delayed Call Forwarding forwards incoming calls to a different number if the call is not answered within a specified length of time.
  - 4. Selective Call Forwarding forwards incoming calls from numbers selected by the subscriber. If this service is in use, it overrides the configuration of Unconditional, Busy and Delayed Call Forwarding, so that incoming calls from the selected numbers are forwarded according to the Selective Call Forwarding configuration regardless of the other services in use.
  - 5. Remote Access to Call Forwarding allows the subscriber to change their Unconditional, Busy, or Delayed Call Forwarding settings from any location by phoning an access number, entering a PIN, then navigating IVR menus.
  - 6. Follow Me allows the subscriber to specify a list of numbers that are rung whenever their line is called, and an order for those numbers to be rung. Each number is rung in order (and several numbers can be rung simultaneously) until one of them answers the call, or the list is exhausted.

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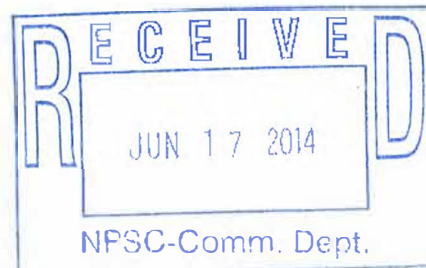
**3.4 Custom Calling Features (cont'd.)**

**3.4.1 Features (cont'd.)**

**D. Caller ID**

1. Automatic Recall returns the most recent incoming call to the subscriber. If the caller is busy, Automatic Recall retries the call periodically until it is successful or until the subscriber cancels the outstanding Automatic Recall attempt.
2. Automatic Callback retries an outgoing call that was not connected successfully, for example, because the called number was busy. If the call cannot be connected, Automatic Callback retries the call periodically until it is successful or until the subscriber cancels the outstanding Automatic Callback attempt.
3. Call Trace traces an offending incoming call immediately after it is received. The subscriber invokes the service by dialing a code and the Service Provider traces the call and passes the originating number to the law enforcement agency handling the complaint.
4. Caller ID displays the number and name of the incoming caller before the subscriber answers the call. The service requires a Caller ID capable, customer provided device.
5. Caller ID Blocking allows the subscriber to override configuration on a call-by-call basis by dialing a code before dialing the number.
6. Last Caller ID Erasure allows the subscriber to remove the stored Caller ID from the last incoming and outgoing calls and to clear the call lists, so that there is no longer any record of the most recent calls to and from this subscriber.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

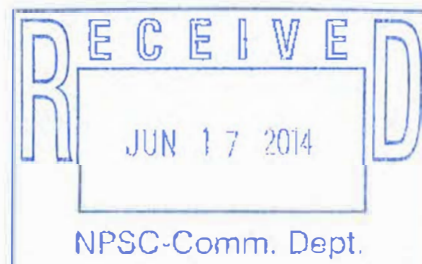
3.4 Custom Calling Features (cont'd.)

3.4.1 Features (cont'd.)

E. Incoming Call

1. Selective Call Rejection rejects calls from specified numbers.
2. Anonymous Call Rejection automatically rejects all calls from callers who have withheld their number.
3. Do Not Disturb allows the subscriber to block his or her line temporarily to prevent incoming calls. Outgoing calls can still be made as normal, but incoming calls are not connected, instead, the caller hears an announcement that the subscriber is not currently accepting calls.
4. Selective Call Acceptance allows the subscriber to permit incoming calls from specified calling numbers while Do Not Disturb is enabled. (Calls from all other numbers are rejected with an announcement as for standard Do Not Disturb operation.)
5. Priority Call gives a distinctive ring tone for incoming calls from selected numbers. If the subscriber also has Call Waiting enabled, this service also gives a distinctive Call Waiting tone for incoming calls from the same numbers on a busy line.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.4 Custom Calling Features (cont'd.)

3.4.1 Features (cont'd.)

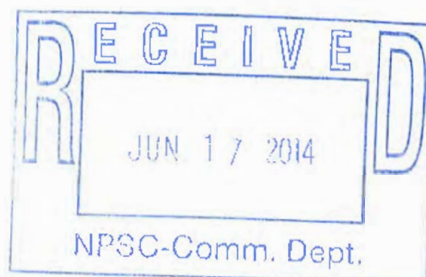
F. Multi-Party Call

1. Three-Way Calling allows the subscriber to talk to two people at different locations at the same time.
2. Call Transfer allows the subscriber to transfer a call to another number.
3. Call Hold allows the subscriber to put a call on hold and then dial another number.
4. Call Waiting informs the subscriber on a busy line that there is another incoming call. The subscriber is then able to put the first call on hold to answer the second call, and then switch between the two calls.
5. Call Waiting With Caller ID informs the subscriber on a busy line that there is another incoming call, and displays the number and/or name of the new caller. This service requires a Caller ID capable, customer provided device.
6. Home Intercom allows the subscriber to contact someone on another extension on his or her own telephone line (for example in an outbuilding some distance away from the home).

G. Outgoing Call

1. Speed Calling allows the subscriber to call frequently used numbers by dialing a short code. Available in 8 or 30 number variants.
2. Call Barring/Toll Restriction disallows long distance and premium rate calling from a customer's line.
3. Call Barring/Toll Restriction with PIN Access allows long distance and premium rate calling from a customer's toll restricted line with the use of a customer provided four digit PIN.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.4 Custom Calling Features (cont'd.)

3.4.2 Application of Rates

- A. Custom Calling Features are charged at monthly rates per access line. Custom Calling Features charges are in addition to monthly charges for Access Line Rates.
- B. If any Custom Calling Feature is ordered at the time Local Exchange Service is initially ordered or in conjunction with a move of the customer's service from one location to another, no additional Service Connection Charges will apply.
- C. Additions of any Customer Calling Feature or changes to the Custom Calling Features after the initial order for Local Exchange Service will Require payment of a Service Order Charge and Central Office Charge.
- D. Nonrecurring and recurring charges associated with Custom Calling Features may be waived or altered by the Company from time to time for promotional purposes.

3.5 Inside Wire Maintenance

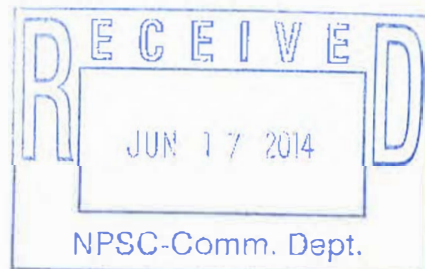
3.5.1 General

The Company shall, if the customer subscribes to the Wire Maintenance Plan, maintain the inside wiring that belongs to the customer. The Wire Maintenance Plan covers repair of all inside wiring and jacks installed by the Company and anyone else provided that the wiring, jacks, and the manner it was installed meet industry standards. This plan does not cover damage caused by pets, animals, human negligence, vandalism, or acts of god.

3.5.2 Application of Rates

- A. A Wire Maintenance Charge will apply monthly for each line for which the customer subscribes to the plan.
- B. For customers requesting work on inside wire who do not subscribe to the Wire Maintenance Plan, an hourly rate will apply with a minimum charge of one hour.

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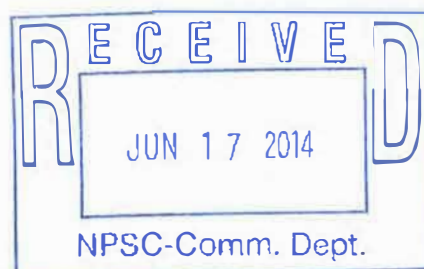
SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.6 Directory Listing Service

3.6.1 General

- A. The regulations for directory listings, as provided in this section of the tariff, apply only to the information records and the alphabetical directory or that section of the directory containing the regular alphabetical list of names of customers.
- B. The alphabetical list of names of customers is designed solely for the information of calling parties. Special arrangements of names are not permitted, nor is any form of listing permitted which does not facilitate directory service or is otherwise objectionable or unnecessary for purposes of identification.
- C. The Company reserves the right to limit the amount of space that a listing will occupy in the directory by use of abbreviations when, in its judgment, the clearness of the listing or the identification of the subscriber is not thereby impaired.

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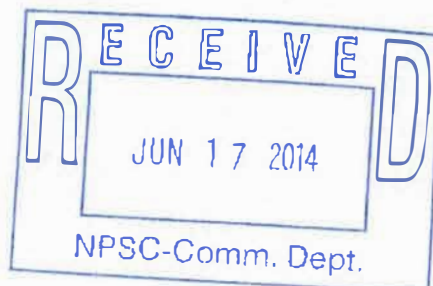
**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.6 Directory Listing Service (cont'd.)**

**3.6.2 Primary Listing**

- A. Each subscriber is entitled to one free directory listing, termed the Primary Listing.
- B. A Primary Listing will be provided for each separate service ordered by the customer. When two or more lines or PBX trunks are consecutively operated, the first number of the groups is considered the Primary Listing. Additional stations will not be entitled to extra listings without charge.
- C. The names listed in Primary Listings shall be limited to one of the following:
  - 1. The individual name of the customer.
  - 2. Two individuals residing at the same address, with the same or different surname.
  - 3. The individual name of a member of the customer's family.
  - 4. The name under which the customer or joint user is actually doing business, as evidenced by signs on the premises, by letterheads, and by the name under which a bank account is maintained.
  - 5. The name under which a business is actually being conducted by someone other than the customer and which the customer or joint user is authorized by such other to use.
  - 6. The names of departments when such listings are deemed necessary from a public reference viewpoint.
- D. Whenever any question arises as to the right of a customer to either list the name of a business which he claims he is authorized to represent or to use a listing which includes the trade name of another, the Company may require the customer to secure from the owner of such name, written authorization, addressed to the Company, to accept for insertion or to continue to use such name or listing. The Company may refuse to accept or may delete such listing if such written authorization is withdrawn by such owner in writing to the Company.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.6 Directory Listing Service (cont'd.)

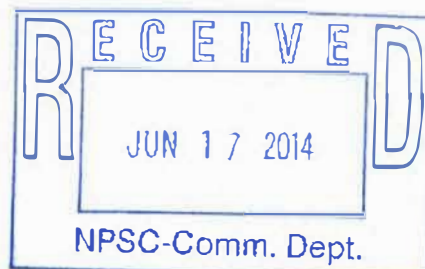
3.6.2 Primary Listing (cont'd.)

- E. The omission of a Primary Listing from the directory does not entitle the customer to a credit to the customer's Local Exchange Service bill, nor does it entitle the customer to an Extra Listing without charge in connection with other services for which the customer may be subscribing.

3.6.3 Non-Listed and Non-Published Telephone Numbers

- A. Non-Listed Numbers are provided to customers who request that the Primary Listing be omitted from the directory, but that their name and number still be available from Directory Assistance.
- B. Non-Published Numbers will be provided to customers who request that the Primary Listing be omitted from the information records, i.e. their name and address would not be available from the Company or from Directory Assistance.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.6 Directory Listing Service (cont'd.)

3.6.4 Extra Listings

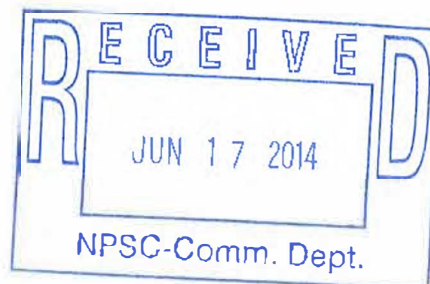
Extra Listings are available to the customer for additional charge. An Extra Listing Charge will apply to any of the following types of listings:

- A. Extra Listings for business customers may be the names of partners or members of the firm, if the customer is a partnership or firm; the names of officers and employees of the corporation, if the customer is a corporation, and for any business establishment, the names of associates or employees of the customer. No other class of listing, such as service, agency, commodity, etc., will be accepted.
- B. Extra Listings for residential customers may be the names of members of the customer's immediate family. Customers desiring to have the names of more than one member of the customer's family (i.e. Smith, John and Smith, James listed in the directory must subscribe to an Extra Listing for each additional name appearing in the directory.
- C. Ordinarily, all Extra Listings must be of the same address and telephone number as the Primary Listing, except as provided below for Alternate Call Number Listings. However, when, in the opinion of the Company it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing may be permitted under the address of PBX station, or additional stations, installed on premises of the customer, but at an address different from that of the switchboard, or main station, using the telephone number of the primary listing.

3.6.5 Extra Line Listing

An Extra Line Listing is required for all directory listings that are too long to fit on one line in the directory.

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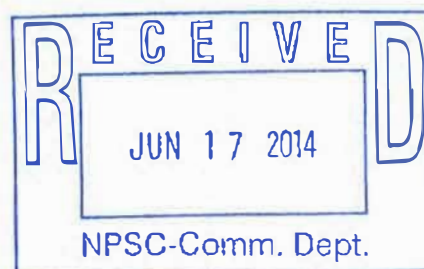
SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.6 Directory Listing Service (cont'd.)

3.6.6 Application of Rates

- A. There is no charge for Primary Listings.
- B. Charges for Non-Listed and Non-Published Numbers will be applied on a monthly basis.
- C. Extra Listing and Extra Line Listing Charges will be applied on a monthly basis. Foreign Exchange Listing Charges will be billed annually from directory date to directory date.
- D. The Extra Line Listing Charge will apply for each additional line required for directory listings that are too long to fit on one line in the directory.
- E. The Foreign Exchange Listing Charge will apply for each directory line required that is associated with a Foreign Exchange Listing.
- F. Whenever Directory Listing Services other than a Primary Listing are ordered by the customer, a non-recurring Directory Listing Charge will apply in addition to any applicable service connection charges.
- G. Directory Listing Charges will begin from the time the listing is posted on the information records. Information records are posted at the time application for the listing is made, or at the date of issue of the directory, as the customer may desire.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.7	(D)
3.7.1	(D)
3.7.2	(D)

**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.8 Operator Services**

**3.8.1 General**

A. The following operator services are not available to the customer in this Tariff, but maybe available through their long distance toll providers:

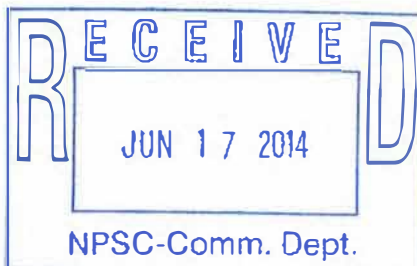
1. Credit Card Calls
2. Operator Station Calls
3. Person to Person Calls

These operator services are not available to customers whose service includes Call Barring or Call Barring with PIN Access. See Section 3.4.G.

**3.8.2 Application of Rates**

A. Operator Service Charges do not apply to calls to the operator for trouble reporting.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.9 Directory Assistance Service

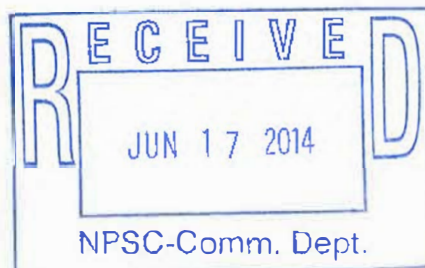
3.9.1 General

Directory Assistance Service, as made available by the Company through this tariff, provides, upon customer initiated request from this Company's territory, published and non-listed telephone numbers and addresses within the same area code or Number Plan Area (NPA) from which the request is being initiated.

3.9.2 Application of Rates

- A. The Directory Assistance Charges specified in this tariff apply when a customer initiates a call to Directory Assistance from the Company's serving territory and requests a telephone number within Nebraska and within the same area code or Number Plan Area (NPA) from which the request is being made.
- B. Directory Assistance Charges shall be billed to the customer on a per call basis.
- C. Directory Assistance Charges are not applicable to:
  1. Calls placed from residence telephones where a member of the customer's household has been certified by a qualified authority as unable to use a directory or from the business telephone of a certified customer where other assistance is not available. A qualified authority is defined as including doctors of medicine, ophthalmologists, optometrists, registered nurses, therapists, professional staffs of hospitals, institutions and public welfare agencies. Certification of physical disability sufficiently severe to prevent reading or using conventional reading materials may also be made by professional librarians or by any person whose competence in this area is acceptable to the Librarian of Congress of the United States. The Directory Assistance provided under this exemption provision is to be used for personal use only and may not be resold.
  2. Calls placed to Directory Assistance by an operator in connection with completing operator-handled calls.

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**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.10 Digital Trunk Interface**

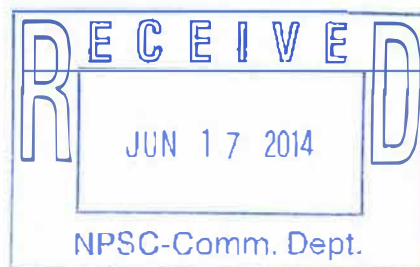
**3.10.1 General**

- A. **Digital Trunk Interface (DTI) service provides an all-digital trunk side connection to the Company's switch for Internet Service Providers (ISPs).**
- B. **DTI service is offered in blocks of 24 trunks, with a minimum order of 18 trunks per block.**

**3.10.2 Application of Rates**

**A monthly DTI charge per trunk circuit termination will apply. In addition, a business access line charge, hunting charge and federal Subscriber Line Charge (SLC) will apply per trunk circuit termination. These charges will be assessed for a minimum of 18 trunks per block.**

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.11 Emergency Reporting Service (911)

3.11.1 General

A. Definitions

911 Service

911 service provided by the Company is enhanced 911 service.

Automatic Number Identification (ANI)

A feature by which the calling party's ANI telephone number is forwarded to the Public Safety Answering Point's (PSAP) Display and Transfer Units.

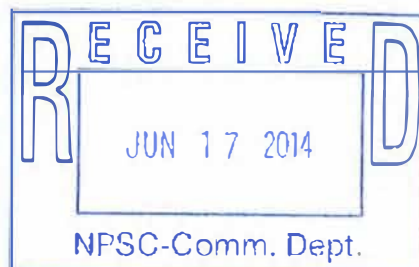
Dedicated Direct Facilities

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

Emergency Service Number (ESN)

The customer is responsible for identifying primary PSAP locations as well as unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area.

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**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.11 Emergency Reporting Service (E911) (cont'd.)**

**3.11.1 General (cont'd.)**

**A. Definitions (cont'd)**

**End Office**

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

**Master Street Address Guide (MSAG)**

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

**NXX**

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

**Public Safety Answering Point (PSAP)**

An answering location for 911 calls originating in a given area. PSAPs are staffed by employees of service agencies such as police, fire or emergency medical or by employees of a common bureau serving a group of such entities.

**Serving Central Office**

The central office from which a PSAP is served.

**Subscriber Records**

Information consisting of Subscribers' names, service addresses, and telephone numbers to a 911 customer for the sole purpose of building and maintaining a data base used in providing 911 service to a specific geographical area.

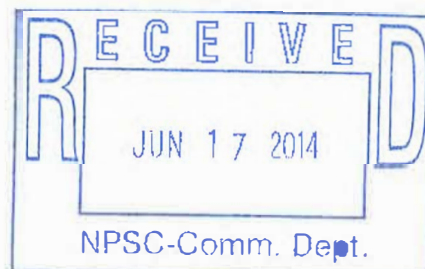
**Universal Emergency Number Service**

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

**Universal Emergency Number Service Customer**

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

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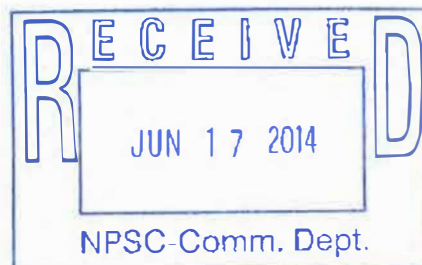
**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.11 Emergency Reporting Service (911) (cont'd.)**

**3.11.2 Terms and Conditions**

- A. The 911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units, to whom authority has been lawfully delegated. The customer will have public safety responsibility to respond to police, fire or other emergency services' telephone calls within the telephone central office areas where 911 Service is provided.
- B. 911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of 911 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
- C. The Company does not undertake to answer and forward 911 calls, but provides facilities to enable the customer's personnel to respond to such call (from the customer's premises).
- D. Any CPE used in conjunction with 911 Service shall be configured so that it is unable to extract any information other than the information relating to a number identified as the source of an in-progress 911 call through use of the optional ANI feature.
- E. Company Subscriber names, addresses and telephone numbers provided to a 911 system are private data and may be used only for identifying the location or identity, or both, of a person calling a 911 PSAP. Company Subscriber information may not be used or disclosed by 911 system agencies, their agents, or their employees for any other except under a court order.
- F. The calling party forfeits the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, address and name associated with the originating station location are furnished to the PSAP during an emergency call to 911, when the customer has subscribed to the optional ANI feature.
- G. Temporary suspension of service at reduced rates is not provided for any part of 911 service.

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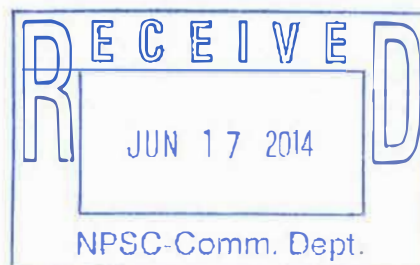
SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.11 Emergency Reporting Service (911) (cont'd.)

3.11.2 Terms and Conditions (cont'd.)

- H. This service is limited to the use of telephone number 911 as the universal emergency telephone number: Only one 911 Service will be provided within any governmental agency's locality.
- I. The Company will not provide 911 Service to less than an entire central office and will only provide 911 trunking out of that central office.
- J. Application for 911 Service must be executed in writing by each participating local governmental authority or their duly appointed agent. If application for service is made by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies in any 911 Service offering.
- K. 911 Service is furnished to the customer for the sole purpose of receiving reports of emergencies from the public. The 911 emergency telephone number is not intended as a replacement for the telephone service of the various public safety agencies which participate in the use of this number.
- L. Dedicated Direct Facilities are arranged for one way incoming service to the appropriate PSAP. Outgoing calls can only be made on non-911 facilities.
- M. The rates charged for 911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operation test as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.
- N. The Company's entire liability to any person for interruption or failures of 911 Service shall be limited to the terms set forth in this section.

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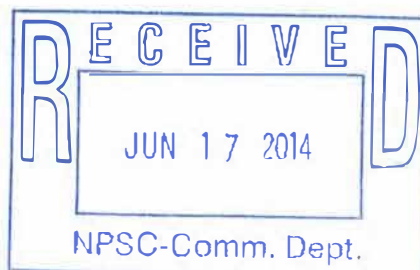
**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.11 Emergency Reporting Service (911) (cont'd.)**

**3.11.2 Terms and Conditions (cont'd.)**

- O. The Company's liability for any loss or damage arising from but not limited to errors, interruptions, defects, failures or malfunctions for this service or any part thereof caused by the failure to use reasonable care or for intentional acts of the Company shall not exceed the greater of \$50.00 or an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative. The Company shall have no liability for any loss or damage caused by any event beyond the reasonable control of the Company. The Company shall not be liable for any consequential damages.
- P. Each customer agrees to release, indemnify, defend and hold harmless the Company for any and all loss, claims, demands, damages, expenses, suits or other action, or any liability whatsoever including, but not limited to, costs and attorney's fees, whether suffered, made, instituted or asserted by the customer or by any other party or person, for personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, arising out of or resulting from customer's acts or omissions.
- Q. The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Service and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number use by persons accessing 911 Service, and which arises out of the negligence or other wrongful act of the customers, its user, agencies or municipalities, or the employees or agents of any one of them.
- R. Because the Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangement to handle 911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
- S. No charge applies to the calling party for calls placed to the 911 emergency number.

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**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.11 Emergency Reporting Service (911) (cont'd.)**

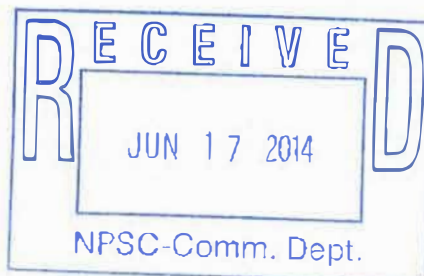
**3.11.2 Terms and Conditions (cont'd.)**

- T. In addition to the recurring rates, nonrecurring charges appropriate for connection, move or change will apply to 911 transport features.
- U. It is the customer's responsibility to insure the CPE selected to operate 911 system features is compatible with service furnished by the Company.
- V. The customer purchasing the ANI feature is also required to purchase, install and maintain CPR ANI Display Equipment compatible to the Company's network.
- W. Each participating local governmental authority agrees to the following terms and conditions:
  - 1. The PSAP will be provided and staffed on a 24-hour coverage basis.
  - 2. The customer accepts responsibility for serving the entire geographic area served by the central office through which 911 calls are routed to the PSAP, even though such central office serving areas and community boundaries may not coincide.
  - 3. The customer accepts responsibility for dispatching, or having others dispatch, police, fire, ambulance or other emergency services as required, to the extent such services are reasonably available.
  - 4. The customer must subscribe to additional local exchange service, at the PSAP location, for administrative purposes, for placing of outgoing calls and for receiving other emergency calls, including any which might be relayed by operators.

**3.11.3 Rates and Charges**

As specified in Section 4.

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**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.12 Miscellaneous Services**

**3.12.1 Billing Charge**

If a customer wants his telephone bill split so that the local charges are sent to one location and the long distance charges are sent to another location, a monthly Billing Charge will apply.

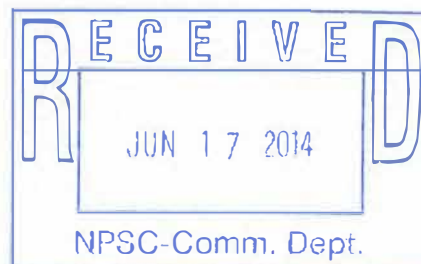
**3.12.2 Telephone Number Change**

If a customer desires that his or her telephone number be changed, regardless of whether it is published, unlisted, or unpublished, a Service Order and Central Office Charge will apply.

**3.12.3 Blocking 900, 960 and 976 (Pay-Per-Call) Services**

The Company shall, where technically feasible, and only upon request of the subscriber, on an individual numbering plan (NPA) basis or NXX basis, provide blocking of one of the following two options: (1) all 900 NPA, 960 and 976 NXX numbers: (2) all 960 and 976 NXX numbers. Such blocking shall be Provided without interruption of other services. Initial blocking requests shall be offered at no charge to the customer. For all subsequent blocking requests, a Service Order Charge and Central Office Charge will apply for each request. All requests by the customer to remove blocking must be submitted to the company in writing.

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**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.12 Miscellaneous Services (cont'd.)**

**3.12.4 Direct Inward Dialing**

**A. General**

1. Direct Inward Dialing (DID) service is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific Private Branch Exchange (PBS) station directly without an attendant's assistance. DID service may be provided where central office facilities are available and where the customer-provided switching equipment (PBX) capabilities permit. The PBX must comply with Part 68 of the Federal Communications Commission's Rules and Regulations (47 CFR Part 68).
2. Where available, DID local telephone numbers can be reserved or assigned in groups of 50 numbers.

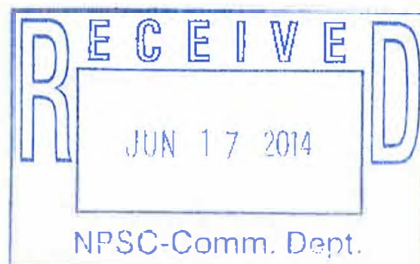
**B. Application of Rates**

1. This service is subject to the rates and charges applicable to other exchange service, and charges for this service are in addition to the basic rates and charges for the service with which it is associated. A monthly DID charge per trunk circuit termination will apply, depending on the type of circuit ordered.
2. A monthly DID number fee will apply for the reservation or assignment of each group of 50 numbers. The monthly DID number fee applies in addition to the monthly charges for DID trunks placed into service.

**3.12.5 Presubscription**

- A. Presubscription is the process by which end user customers may select and designate to the Company an interexchange carrier to place, without any special codes, their interLATA and intraLATA calls.

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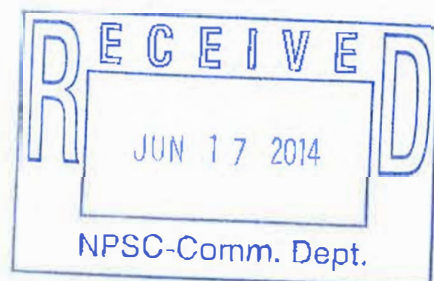
**SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES**

**3.12 Miscellaneous Services (cont'd.)**

**3.12.5 Presubscription (cont'd.)**

- B. An end user may select a primary interexchange carrier (PIC) for all of its lines, or it may indicate a different interexchange carrier for each of its lines. Only one interLATA and intraLATA carrier may be selected for each line terminating in the same hunt group.
- C. After the end user's initial selection of an interLATA and intraLATA carrier or the designation that they do not want to be presubscribed to any interexchange carrier, the end user will be charged a PIC change charge(s) and a service order charge(s) for any change in selection (s) after conversion to Equal Access. These nonrecurring charges will be billed to the end user who is the subscriber to the Local Exchange Access Service.
- D. In the event the end user is incorrectly presubscribed, due to misassignment on the part of the Company, no charge shall apply.
- E. In the event an end user is incorrectly presubscribed due to misassignment on the part of the interexchange carrier, and the interexchange carrier is unable to document such an assignment, the Company will apply the charge to the responsible interexchange carrier and assign the end user to an interexchange carrier of the end user's choice.

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Section 4. RATE LIST

4.1 Local Exchange and Extended Area Service

4.1.1 Business Access Lines

	<u>EAS Adder</u>	<u>Access Line Rate</u>
Falls City	None	\$29.95/month
Tri-City	None	\$29.95/month

4.1.2 Residence Access Lines

	<u>EAS Adder</u>	<u>Access Line Rate</u>
Falls City	None	\$19.95/month
Tri-City	None	\$19.95/month

4.1.3 Joint Business User Service

Joint Business User Charge		\$1.50/month
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4.2 Line Extensions

Construction Charges Apply Per Section 2.9

4.3 Reserved for future use.

4.4 Rotary Hunt Service

Rotary Hunt Service (per trunk or line equipped)		\$8.00/month
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SECTION 4. RATE LIST (cont'd.)

4.5 Custom Calling Features

Privacy Defender	\$3.95//line/month
Voice Mail	\$3.95/line/month
Unconditional Call Forwarding	\$1.75/line/month
Busy Call Forwarding	\$1.75/line/month
Delayed Call Forwarding	\$1.75/line/month
Selective Call Forwarding	\$1.75/line/month
Remote Access to Call Forwarding	No Charge
Follow Me	\$3.95/line/month
Automatic Recall	\$2.50/line/month
Automatic Callback	\$2.50/line/month
Call Trace	\$1.75/line/month
Caller ID	\$6.50/line/month
Caller ID Blocking	No Charge
Last Caller ID Erasure	No Charge
Selective Call Rejection	\$2.50/line/month
Anonymous Call Rejection	\$1.75/line/month
Do Not Disturb	\$1.75/line/month
Selective Call Acceptance	\$1.75/line/month
Priority Call	\$1.75/line/month
3-Way	\$1.75/line/month
Call Transfer	\$1.75/line/month
Call Hold	\$1.75/line/month
Call Waiting	\$1.75/line/month
Call Waiting with Caller ID	No Charge
Home Intercom	\$1.75/line/month
Speed Calling	\$1.75/line/month
Call Barring/Toll Restriction	\$1.75/line/month
Call Barring/Toll Restriction with PIN Access	\$1.75/line/month

Custom Calling Features purchased by customers who also purchase a Bundle Service Package from the Company (see Intrastate Long Distance Tariff) may receive upon request up to 8 calling features from the above list at no charge.

4.6 Inside Wire Maintenance

Wire Maintenance Plan	\$1.50/month	
Wire Maintenance Hourly Rate	\$55.00	(I)
(One hour minimum; additional hours billed in 1/2 hour increments)		

SECTION 4. RATE LIST (cont'd.)

4.7 Directory Listing Service

Directory Listing Charge (non-recurring)	\$10.00
Primary Listing	No Charge
Non-listed Telephone Number	\$1.00/month
Non-published Telephone Numbers	\$1.50/month
Extra Listing	\$.50/month
Extra Line Listing (per directory line)	\$.25/month
Foreign Listing One Time Setup	\$25.00
Foreign Listing Annual	\$30.00/year

4.8 (D)

4.9 Directory Assistance Service

Directory Assistance Charge-411	\$.75/call
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4.10 Cable Pairs

Cable Pair Rental Charge	\$7.50/month
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4.11 Digital Trunk Interface

Each DTI charge per trunk circuit termination (minimum of 18 per block)	\$3.00/month
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SECTION 4. RATE LIST (cont'd.)

4.11 911 Service

Subscriber Record List Charge	ICB
Subscriber Record Updates	No Charge
Dedicated Direct Facilities	Charged same as Business Access Line See 4.1.1

4.12 Miscellaneous Services

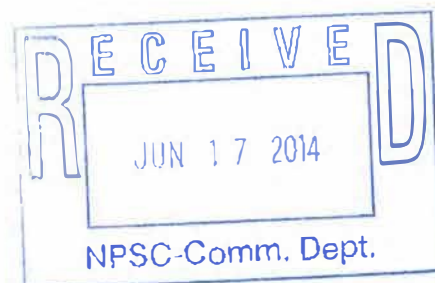
4.12.1 Billing Charge \$1.00/month

4.12.2 Direct Inward Dialing  
(minimum of 12 Circuits/Trunks Must also be Purchased by Subscriber)

-Each two-way digital trunk ckt. term.	\$43.00/month
-Nonrecurring Installation Charge	\$17.00/trunk
-Each DID block of 50 numbers	\$50.00/month

4.12.3 Presubscribed Interexchange Carrier (PIC)  
Change Charge-Intrastate \$5.00/line

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SECTION 4. RATE LIST (cont'd.)

4.13 Service Charges

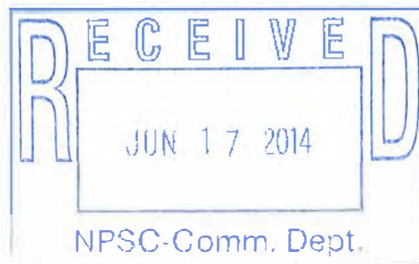
4.13.1 Service Connection Charges

Service Order Charge	\$10.00
Central Office Charge	\$10.00
Reconnect Charge	\$20.00

4.13.2 Insufficient Funds Check Charge

Insufficient Funds Check Charge	\$25.00
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Issued: June 20, 2014



Effective: July 1, 2014