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TIME WARNER CABLE INFORMATION SERVICES (NEBRASKA), LLC D/B/A TIME WARNER CABLE

NEBRASKA RULES AND REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO LOCAL AND INTEREXCHANGE SERVICES

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for Local and Interexchange Service provided by Time Warner Cable Information Services (Nebraska), LLC, d/b/a Time Warner Cable, with principal offices at 290 Harbor Drive, Stamford, CT 06902. This Tariff applies to services furnished within the State of Nebraska. This Tariff is on file with the Public Service Commission of the State of Nebraska and copies may be inspected, during normal business hours, at the Company's principal place of business, 5400 S. 16th Street, Lincoln, Nebraska 68512.

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CHECK SHEET

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the top of this page.

SHEET	REVISION		SHEET	REVISION	
1	Original		31	Original	
2	4th Rev.	*	32	1st Rev.	
3	1st Rev.		33	1st Rev.	
4	1st Rev.		33.1	Original	
5	Original		34	1st Rev.	
6	Original		35	2nd Rev.	
7	Original		35.1	1st Rev.	
8	Original		36	1st Rev.	
9	1st Rev.		37	Original	
10	Original		38	Original	
11	Original		39	1st Rev.	
12	Original		40	1st Rev.	
13	1st Rev.		41	2nd Rev.	*
14	1st Rev.		42	1st Rev.	
15	1st Rev.		43	1st Rev.	
16	1st Rev.		44	1st Rev.	
17	Original		45	1st Rev.	
18	Original		46	1st Rev.	
19	Original		47	1st Rev.	
20	Original				
21	Original				
22	Original				
23	Original				
24	Original				
25	Original				
26	Original				
27	Original				
28	1st Rev.				
29	Original				
30	1st Rev.				

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SYMBOLS SHEET

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

C – To signify changed rate, term or condition

D – To signify discontinued rate, term or condition

I – To signify increased rate

M – To signify text moved from another tariff location, but no change in rate, term or condition

N – To signify new rate, term or condition

R – To signify reduced rate

T – To signify changed text or regulation, but no change in rate, term or condition

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TARIFF FORMAT

A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the NPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., that the NPSC follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

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

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SECTION 0 – APPLICATION AND SCOPE OF TARIFF

0.1 APPLICATION

This Tariff contains the rates and regulations applicable to Local and Interexchange Services provided by Company between and among points within the State of Nebraska.

0.2 SCOPE

Company's Services are provided subject to availability of facilities and subject to the terms and conditions of this Tariff. All Services within the jurisdiction of the Commission provided by Company between and among points in Nebraska are governed by this Tariff.

0.3 INTECONNECTION WITH OTHER CARRIERS

Service provided by Company may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Company. However, Service provided by Company is not part of a joint undertaking with any other carrier providing telecommunications channels, facilities or services.

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SECTION 1 DEFINITIONS AND ABBREVIATIONS

1.1 EXPLANATION OF ABBREVIATIONS AND ACRONYMS

Cont'd – Continued
IXC – Interexchange Carrier
ICO – Independent Company
ICE – Independent Company Exchange
LATA – Local Access and Transport Area
LEC – Local Exchange Company
MTS – Message Telecommunication Service
NPSC – Public Service Commission of the State of Nebraska
NPA – Numbering Plan Area
PIC – Primary Interexchange Carrier
TBD – To Be Determined
TDD – Telephone Device for the Deaf
TRS – Telecommunications Relay Service

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, CONT'D

1.2 DEFINITIONS OF TERMS

Commission or NPSC- The Public Service Commission of the State of Nebraska.

Company - Refers to Time Warner Cable Information Services Nebraska, LLC d/b/a Time Warner Cable.

Completed - A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer - The person or other entity which orders Service and is responsible for payment of charges due in compliance with the Company's Tariff regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location. For purposes of this Tariff, "Customer" shall refer to local, county, state or federal entities, and/or those persons or entities whose use of service is or is represented to be primarily or substantially of a professional, business, institutional, occupational or commercial nature and who subscribe, from the Company or some other entity, to more than four access lines or to a service or services with a capacity for providing in the aggregate at least 256 DS0 equivalents for the transmission of voice and/or data. (T)

Customer Designated Premises (COP) - The premises specified by the Customer for termination of Special Access Services.

Customer-Provided Equipment (CPE) - Equipment provided by the Customer for use with the Company's Service. CPE can include a station set, facsimile machine, key system, PBX, or other information, communication or power system.

Dedicated Communications Service - Is that of furnishing the requisite facilities including channels and network terminating equipment, to enable the Customer and authorized users to communicate between specified locations of continuous use.

End User - Any Customer or other person or entity that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes. (T)

Facility - Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the Service offered under this Tariff.

Hub - The end office from which the Customer Designated Premises would normally obtain dial tone from the Company.

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Interexchange Service – The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

Interface – The point at which facilities or services of one type are connected with facilities or services of another type.

Interoffice Channel – as used in connection with Private Line Service denotes that portion of a through channel, which interconnects central office areas in which stations are located.

Interoffice Transport – Interoffice Transport facilities, comprised of channel mileage and channel mileage terminations, provides the transmission paths between Company Hubs associated with two Customer-Designated Premises or between two Company Hub offices.

Interstate – The term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Intrastate Communications – Any communications, which originate and terminate within the same state.

Joint User – A person, firm or corporation who is designated by the Customer as a user of a Dedicated Communications Service of the Customer and to whom a portion of the charge for the Service will be billed under a joint use arrangement.

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

Local Calling Area – A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

Local Channel – as used in connection with Private Line Services is that portion of a through channel which is provided within a central office area to connect a station with an interexchange channel, an Interoffice Channel, or another local channel serving a station within the same central office area.

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Local Distribution Channel – Provides interconnection between the Company Hub Office and the Customer premises.

Local Service – Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this Tariff shall be the same as the local calling areas of the incumbent carrier.

Message – A completed telephone call.

Nonrecurring Charge – A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Originating Direction – The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

Point of Termination – The point of demarcation within a Customer-Designated Premises at which the Company's responsibility for the provision of Special Access Service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Private Line Service – The provisioning of a direct channel specifically dedicated to a Customer's use between specified points within the State of Nebraska. Private Line Services are provided between specified Customer locations twenty-four hours daily, seven days per week, with a minimum service period of one month (from the date of installation) except as otherwise specified herein.

Premises – The physical space designated by the Customer for the termination of the Company's Service.

Recurring Charge – The monthly charge to the Customer for Service, facilities and equipment, which continue for the agreed upon duration of the Service.

Special Access Service – The provision of a dedicated line from a Customer-Designated Premises to a long distance company provided by the Company.

Switched Access Service – The provision of a connection between the End User premises and the long distance company's POP.

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

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Trunk Group – A set of Trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Service – Any service(s) provided by the Company under this Tariff.

Termination of Service – Discontinuance of both incoming and outgoing Service.

User – A Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Regulatory Compliance

Company will comply with all applicable billing and termination rules of the Commission, as set forth in the NPSC Telecommunications Rules and Regulations.

2.1.2 Application of Tariff

A. This Tariff sets forth terms and conditions applicable to the furnishing of the Local and Interexchange Service defined herein offered by the Company within Nebraska. Service is furnished for the use of End Users within Nebraska. **(T)**

B. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.

C. When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities.

D. This Tariff applies only for the use of the Company's Service within Nebraska. This includes the use of the Company's network within Nebraska. **(T)**

E. The provision of Local and Interexchange Service defined herein is subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.

F. The provision of Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 UNDERTAKING OF THE COMPANY, (CONT'D.)

2.1.3 SHORTAGE OF EQUIPMENT OR FACILITIES

A. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and technical capabilities and is limited to the capacity of the Company's Facilities as well as Facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.

B. The Company shall not be required to furnish, or continue to furnish, Facilities or Service where the circumstances are such that the proposed use of the Facilities or Service would tend to adversely affect the Company's plant, property or Service.

2.1.4 Terms and Conditions

A. In furnishing Facilities and Service, the Company does not undertake to transmit messages, but furnishes the use of its Facilities to Customers for information services or communications.

B. Service may be provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein. The Customer must pay the regular tariffed rate for the Service it subscribes to for the minimum period of Service. If a Customer disconnects Service before the end of any minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. (T) (T)

C. Customers may be required to enter into written service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Service, and the terms and conditions in this Tariff. Customers also will be required to execute any other documents reasonably requested by the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 UNDERTAKING OF THE COMPANY, (CONT'D.)

2.1.4 Terms and Conditions, (Cont'd.)

D. The Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to the Company for Service previously rendered until the debt is satisfied. (D)

(D)

E. This Tariff shall be interpreted and governed by the laws of Nebraska without regard to its choice of law provision. (T)

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.2 LIMITATIONS ON LIABILITY

2.2.1 Indemnification and Limits on Liability

A. Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving: **(T)**

1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's Facilities and Service or the use of the Company's Facilities and/or Service in violation of this Tariff;

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided facilities or Service, or by means of the combination of Company-provided Facilities or Service with Customer-provided facilities or services;

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.2 LIMITATIONS ON LIABILITY, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

5. The Company is not responsible for any infringement, breach or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

6. Changes in any of the Facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;

7. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's Facilities;

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.2 LIMITATIONS ON LIABILITY, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;

11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;

12. Any non-completion of calls due to network busy conditions or network failures;

13. Any calls not actually attempted to be completed during any period that Service is unavailable;

14. Blockages by other providers of services on the public switched network;

15. Any damage to CPE resulting from use of that system with the Service; and

16. Breach in the privacy or security of communications transmitted over the Company's Facilities.

SECTION 2 – RULES AND REGULATIONS, CONT'D

2.2 LIMITATIONS ON LIABILITY, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company.

C. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

D. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

E. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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SECTION 2 – RULES AND REGULATIONS CONT'D

2.2 LIMITATIONS ON LIABILITY, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.

G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.

I. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.3 LIABILITY OF THE COMPANY

2.3.1 General

A. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Service, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Service, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following.

B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service. Notwithstanding the foregoing, Company's liability, if any, for its willful misconduct is not limited by this Tariff.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.4 SERVICE AVAILABILITY

2.4.1 Notification of Service-Affecting Activities

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

2.4.2 Provision of Equipment and Facilities

A. When applying for Service, each prospective Customer will be required to furnish the Company with the following information:

1. The name of the party who will be responsible for payment for the Service provided.

2. The address or addresses or exact location of the premises where Service is to be provided and billed.

3. Any information required to make a proper determination of appropriate creditworthiness.

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

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

D. The Company may substitute, change or rearrange any equipment or Facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.

E. Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company provided it.

F. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.

G. The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-Provided Equipment.
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.4.3 Ownership of Facilities

Title to all Facilities provided in accordance with this Tariff remains in the Company, its affiliates, agents or contractors.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.5 OBLIGATIONS OF THE CUSTOMER

2.5.1 General

A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this Tariff;
2. Damage to or loss of the Company's Facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, Facilities and associated equipment used to provide Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided Facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
4. Providing, at no charge, as specified from time to time by Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The

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Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company Facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.5.1(A)(3) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company;

7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or Facilities; and

8. Making the Company's Facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.5 OBLIGATIONS OF THE CUSTOMER, CONT'D

2.5.2 Prohibited Activities and Uses

A. The Service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

C. A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

2.5.3 Claims

Notwithstanding Section 2.2 and 2.3 herein, with respect to any Service or Facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or

B. Any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff; or

C. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's Services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.6 CUSTOMER EQUIPMENT AND CHANNELS

2.6.1 General

A User may transmit or receive information or signals via the Facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee that its Service will be suitable for purposes other than those described herein.

2.6.2 Station Equipment

A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.

B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and Facilities is compatible with such equipment and Facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.7. INTERRUPTION OF SERVICE

2.7.1 General

A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, failure of facilities or services of other companies relied upon by Company to provide Service, negligence of the Customer, or to the failure of channels, wiring, equipment, facilities or power provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the channels, wiring, equipment, facilities or power provided by the Customer. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one month of Service. (T)

B. No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, User, or other common carrier providing service connected to the Service of the Company;

2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

3. Interruptions due to the failure or malfunction of non-Company equipment;

4. Interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.7 INTERRUPTION OF SERVICE, CONT'D

2.7.1 General, Cont'd

B. Cont'd

5. Interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;

6. Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and

7. Interruption of Service due to circumstances or causes beyond the control of the Company.

C. For the purposes of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network capacity shortages. Nor shall the interruption allowance apply where Service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.8 PAYMENT ARRANGEMENTS

2.8.1 Payment

The Customer is responsible for the payment of all charges for Facilities and Service furnished by the Company to the Customer and to all Users authorized by the Customer, and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

2.8.2 Billing and Collection of Charges

A. All Customer bills are due and payable on or before the due date provided on the bill. If any portion of the bill is received by the Company more than seven (7) days after the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company and the Company may proceed with collection activities.

B. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer, provided that the customer shall, within twelve months of the rendering by the Company of the disputed bill, be able to bring the matter to the Commission for resolution. (T) | (T)

C. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge in an amount up to $20.00.

2.8.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Nebraska Public Service Commission in accordance with the Commission's rules of procedure.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.8 PAYMENT ARRANGEMENTS, CONT'D

2.8.4 Late Payment Charges

A. Customer bills are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.

B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

C. Late payment charges do not apply to final accounts.

2.8.5 Suspension or Termination of Service for Nonpayment

A. If payment is not received within thirty (30) days of the due date, a disconnect notice will be sent to the Customer. The Company will provide the Customer with written notice via first class U.S. Mail stating the reason for discontinuance and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. Bills must be mailed to the Customer no later than six (6) business days after the date of the bill.

B. After issuing the written notification in accordance with Section 2.8.5(A), at least one attempt shall be made during non-working hours to contact a residential Customer by telephone before the scheduled date of suspension/termination.

C. The Customer will be allowed at least five (5) days written notice via first class U.S. Mail that disconnection will take place within five (5) days, excluding Sundays and holidays, and the Customer will be given an opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which the Company is not prepared to accept payment of the amount due and to reconnect Service.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.8 PAYMENT ARRANGEMENTS, CONT'D

2.8.5 Suspension or Termination of Service for Nonpayment, Cont'd

D. Suspension/tem1ination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, Service may not be disconnected during the periods of December 23 through December 26 and December 30 through January 2.

E. If the Customer's account is disconnected due to non-payment, Service may be reconnected only by paying all past due amounts, a reconnection fee, and the first month of Service in advance.

F. Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill if the Customer does not pay he undisputed portion after being asked to do so.

G. Suspended or terminated Service shall be reconnected within twenty-four (24) hours following payment or within twenty-four (24) hours of the end of circumstances beyond the Company's control which delay the reconnection.

2.8.6 Exceptions to Suspension and Termination for Nonpayment

Service shall not be suspended of terminated for:

A. Nonpayment for Service for which a bill has not been rendered;

B. Nonpayment for Service which has not been rendered;

C. Nonpayment of any billed charge which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures.

D. Nonpayment of backbilled amounts as outlined in Section 2.12 herein. **(T)**

2.8.7 Deferred Payment Agreements

A. Service will not be suspended or terminated unless the Customer has been advised that a deferred payment plan can be arranged. An existing residential Customer with three or more months, Service and for whom Service has not been terminated for

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.8 PAYMENT ARRANGEMENTS, CONT'D

A. (Continued)

nonpayment is eligible for Deferred Payment Arrangements (DPA). Final notice of suspension/termination will advise the Customer of DPAs and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six (6) days before termination of Service. Any DPA will be for a period agreed to by both the Company and the Customer.

B. If the Company believes that the Customer has the resources to pay the bill, it shall notify both the Customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A Customer with medical emergencies or a Customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

2.9 ADVANCE PAYMENTS

To safeguard its interests, the Company may require a Customer to make an advance payment before Service and facilities are furnished. The advance payment for residential customers will not exceed an amount equal to one-twelfth the annual estimated recurring charges for the Service or facility. The amount for business customers shall not exceed two and one-half month's estimated recurring charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment for special construction will be credited to Customer's initial bill. (T) (T) (T) (T) (M) (M)

(M) – Material now appears on Sheet 33.1.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.10 DEPOSITS (M)

2.10.1 Deposit Requirements

The Company may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. The Company may require separate deposits for different Services purchased by the Customer, all of which must be paid before any Service is installed. In its calculation of a Customer's creditworthiness, the Company will use trading banking references, credit reports, and any other information pertinent to a Customer's credit subject to applicable law. (M)

2.10.2 Amount of Deposit (M)

The amount of the deposit shall not be more than two (2) months of usage of the Company's Services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or the Company's state average usage considering type and nature of Service. The amount of deposits may not exceed this total when Services are provided for shorter periods of time or special occasions. (M)

2.10.3 New or Additional Deposit (M)

A new or additional deposit may be required to cover the amount provided in Section 2.10.2 above when a deposit has been refunded or is found to be inadequate by virtue of increased usage or nonpayment. Written notice shall be mailed advising the Customer or any new or additional deposit requirement, and the Customer shall have twelve (12) calendar days from the date of mailing to provide the new or additional deposit. The new or additional deposit is payable at the address specified by the Company to the Customer in writing. (M)

(M) – Material formerly appeared on Sheet 33 or 34.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.10 DEPOSITS, CONT'D.

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2.10.4 Handling of Deposits

The Company will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

2.10.5 Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by the Company's records.

2.10.6 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with the Company's regulations for the prompt payment of bills.

2.10.7 Refund

The deposit shall be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment or as required by applicable NPSC rules. The account shall be reviewed after twelve (12) months of Service, and if the deposit is retained, it shall again be reviewed at the end of the Company's accounting year or on the anniversary date of the account.

2.10.8 Interest

Deposits held for thirty (30) days or more will be paid interest on that deposit at a rate specified by the NPSC.

(M) – Material now appears on Sheet 33.1.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.11 TAXES AND OTHER CHARGES

The Customer may be responsible for payment of any Federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

2.11.1 Nebraska Universal Service Fund Surcharge

All Customers will be assessed a surcharge to support the Nebraska Universal Service ("NUSF") program. The NUSF Surcharge will be based on a percentage of the Customer's total billing including any non-recurring, recurring, usage and per call charges. This surcharge will appear as a separate line item on the Customer's bill. The percentage applied to the Customer's billing will be equal to the assessment percentage paid by the Company as determined by Nebraska law or Commission rules, and may vary from time to time as required by Nebraska law or Commission rules.

2.11.2 911 Service Surcharge

All Customers will be assessed a per line surcharge to support local 911 Service Programs. The 911 Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by Nebraska law, Commission rules or local jurisdiction requirements.

2.11.3 Dual Party Relay Service Surcharge

All Customers will be assessed a per line surcharge to support the Nebraska Dual Party Relay Service program. The surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill.

Rate Per Line per Month: $0.05 (first 100 access lines) **(I)**

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.12 BACKBILLING

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than 180 days prior to the mailing of the bill or the upward adjustment unless the conduct of the (C) Customer caused or contributed to the failure of the Company to render timely accurate billing. (C) The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.13 TERMINATION FOR CAUSE OTHER THAN NONPAYMENT

2.13.1 General

The Company after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate Service and sever the connection(s) from the Customer's premises under the following conditions:

A. In the event of prohibited, unlawful or improper use of facilities or Service, or any other violation by the Customer of this Tariff or the rules and regulations governing the facilities and Service; or

B. If, in the judgment of the Company, any use of the Facilities or Service by the Customer may adversely affect the Company's personnel, plant, property of Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or Service is occurring, or is likely to occur; or

C. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the Facilities or Service received from the Company; or

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.13 TERMINATION FOR CAUSE OTHER THAN NONPAYMENT, CONT'D.

2.13.1 General, Cont'd.

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D. In the event that Service is connected for a Customer who is indebted to the Company for Service or facilities previously furnished, that Service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification. See Section 2.8.7 regarding Deferred Payment Agreements.

2.13.2 Prohibited, Unlawful or Improper Use of Facilities or Service

Prohibited, unlawful or improper use of the Facilities or Service includes, but is not limited to:

A. The use of Facilities or Service of the Company without payment of Tariff charges;

B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;

C. The use of profane or obscene language;

D. The use of the Service in a manner such that it interferes with the Service of other Customers or prevents them from making or receiving calls;

E. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the Service; or

F. Permitting fraudulent use.

2.13.3 Abandonment or Unauthorized Use of Facilities

A. If it is determined that Facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate the Service.

(M) – Material now appears on Sheet 35.1.

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B. Suspension/termination of Service for abandonment or unauthorized use may only occur after the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice will be sent to the Customer five (5) days before such suspension or termination. The notification requirement is waived when previous mailings were returned by the Post Office or the Company is advised that a new Customer has moved into the location.

C. In the event that Service is terminated for abandonment of Facilities or unauthorized use and Service is subsequently restored to the same Customer at the same location:

1. No charge shall apply for the period during which Service has been terminated; and

2. Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was terminated due to an error on the part of the Company.

2.13.4 Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary facilities and equipment, or (b) to secure and retain suitable space for its plant and facilities in the building where Service is provided to the Customer may require termination of a Customer's Service until such time as new arrangements can be made. Under such circumstances, no charges will be assessed the Customer while Service is terminated, and no connection charges will apply when Service is restored.

2.13.5 Emergency Termination of Service

The Company will immediately terminate the Service of any Customer, on request, when the Customer has reasonable belief that the Service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

SECTION 2 – RULES AND REGULATIONS, CONT'D

2.14 USE OF CUSTOMER'S SERVICE BY OTHERS

2.14.1 Customers and Authorized Users

Services provided hereunder are provided solely for the use of the Customer, except for occasional use of such Service by visitors and other invitees. Customers may not resell such Service to a third party for any form of compensation.

2.14.2 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Service and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

2.15 CANCELLATION OF SERVICE

If a Customer cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

A. All nonrecurring charges as specified in this Tariff; plus

B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus

C. All recurring charges specified in this Tariff for the balance of the then-current term.

2.16 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and/or first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.17 DUAL PARTY RELAY SERVICE

2.17.1 General

The Company will provide access to a telephone relay center for Dual Party Relay Service. The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 8XX toll-free number or 7-1-1. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use. **(T)**

2.17.2 Regulations

A. Only intrastate calls can be completed using the Relay Service under the term and conditions of this Tariff.

B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.

C. Calls through the Relay Service may be billed to a third number only if that number is within Nebraska. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in the Relay Service.

D. The following calls may not be placed through the Relay Service:

1. Calls to informational recordings and group bridging service;

2. Calls to time or weather recorded messages;

3. Station sent paid calls from coin telephones; and

4. Operator-handled conference service and other teleconference calls.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.17 DUAL PARTY RELAY SERVICE, CONT'D. (T)

2.17.3 Liability (T/M)

(M)

The Company contracts with an outside provider for the provision of the Relay Service. The outside provider has complete control over the provision of the Relay Service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the Relay Service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customers or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever. (M)

2.18 911 EMERGENCY TELEPHONE SERVICE (N)

2.18.1 General

A. 911 is the three-digit telephone number designated throughout the United States as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other emergency services.

B. Where offered, the Service shall include a 911 Emergency System, including but not limited to Enhanced 911 services, pursuant to applicable federal, Nebraska, and local laws and regulations. This system will provide use of the exchange network at no charge to the caller on a per call basis. Any calls from a pay telephone shall not require a coin to be deposited or payment of any charge for 911 calls. Company shall also provide the ability to transfer calls from a Public Safety Answering Point (PSAP) to the proper Emergency Response Agency (ERA), as required. (N)

(M) – Material formerly appeared on Sheet 39.

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SECTION 3 - SERVICE DESCRIPTION

3.1 TRIAL SERVICES

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 HIGH CAPACITY TRANSMISSION SERVICES

The Company provides local exchange and interexchange telecommunications services, as described hereunder.

3.2.1 General Description of Service

High Capacity Transmission Services provides a point-to-point, point-to-multipoint and multipoint-to-multipoint dedicated connection between one or more customer-defined (T)
locations and/or the Company. The service, which may utilize Ethernet interfaces, optical (T)
fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 100 Gbps and will be (C)
designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at nondiscriminatory rates, terms and conditions.

3.3 THIS SECTION RESERVED FOR FUTURE USE

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SECTION 3 - SERVICE DESCRIPTION, CONT'D.

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3.4 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (T)

3.4.1 Special Construction and Non-Routine Maintenance

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction, special arrangements and non-routine maintenance may be undertaken on a reasonable-efforts basis at the request of the Customer. Such special construction, special arrangements and non-routine maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal tariff conditions. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customers' request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays and/or nights, additional charges may apply. (T)

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SECTION 3 - SERVICE DESCRIPTION, CONT'D.

3.4 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS, CONT'D. (T)

3.4.2 Where the Company furnishes a facility or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

- Nonrecurring charges;
- Recurring charges;
- Termination liabilities; or
- Combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

3.4.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer. (T)

3.5 INDIVIDUAL CASE BASIS ARRANGEMENTS (N)

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. (N)

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SECTION 3 - SERVICE DESCRIPTION, CONT'D.

(D)
(D)

3.6 AVAILABILITY

The Company offers its Service in the areas in which it has been certified by the NPSC and in which the Company has available required Facilities or is able to lease required Facilities to enable the offering of Service. The Company has been certified to provide Service in the following Nebraska communities: Lincoln, Fremont, Columbus, York, Nebraska City, Seward, Crete, Fairbury, Falls City, Tecumseh, David City, Auburn, Pawnee City, Humboldt, Denton, and Table Rock. Some features may not be available in all areas, or may slightly vary between service areas contingent on network availability or configuration.

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SECTION 4 - RATES

4.1 RATES (T)

4.1.1 Service Connection and Related Charges

Nonrecurring charges may apply to Customer requests for connecting, moving, or changing Service. These charges will be determined on an Individual Case Basis (ICB) and will apply in addition to any other scheduled rates and charges that otherwise apply under this Tariff.

A. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.

B. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying. (T)

4.1.2 ICB Charges (N)

ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis. (N)

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SECTION 4 - RATES, CONT'D.

(D)

(D)

4.2 EMPLOYEE RATES (T/N)

The Company may offer special rates or rate packages to its employees or employees of its affiliates. (T/N)

(D)

(D)

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SECTION 4 - RATES, CONT'D.

(D)

(D)

4.3 PROMOTIONAL OFFERINGS

Subject to the approval of the Commission, the Company may from time to time elect to offer temporary promotional programs that shall waive, for a specified period of time not to exceed six (6) months, in whole or in part (1) any installation fee and/or (2) any recurring or nonrecurring fees for any Services other than intrastate toll service to introduce present or potential Customers to a-service not previously received by the Customer.

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