

INTEREXCHANGE SERVICES TARIFF FOR BUSINESS CUSTOMERS

WITHIN THE STATE OF NEBRASKA

PROVIDED BY

TOUCHTONE COMMUNICATIONS, INC.

Issued: January 9, 2020

Effective: February 9, 2020

Issued by: Gary Glodek; Senior Vice President
TouchTone Communications, Inc.
16 South Jefferson Road
Whippany NJ, 07981

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01/10/2020

NEBRASKA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by TouchTone Communications, Inc. with principal offices at 16 South Jefferson Road, Whippany, NJ 07981. This tariff applies for services furnished within the State of Nebraska. This tariff is on file with the Nebraska Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers – None
2. Connecting Carriers – None
3. Other Participating Carriers – None

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CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
16	Original	47	Original
17	Original	48	Original
18	Original	49	Original
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20	Original	51	Original
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24	Original	55	Original
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* New or Revised Sheet

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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 pages 11 and 12 would be page 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets 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 Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

SYMBOLS

The following are the only symbols used for the purposes indicated below:

C – to signify change in regulation

D – to signify a deletion

I – to signify a rate increase

L – to signify material relocated in the tariff

N – to signify a new rate or regulation

R – to signify a rate deduction

T – to signify a change in text, but no change in rate or regulation

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SECTION 1 – DEFINITIONS & TECHNICAL TERMS

Certain terms used generally throughout this Tariff are defined below.

Access Line: An arrangement from an exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code: A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Advance Payment: Part or all of a payment required before the start of service.

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

Business or Commercial Customer: In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call: A completed connection established between a calling station and one or more called stations.

Casual Calling: A dialing method that enables a Customer to reach the interexchange carrier of the Customer's choice even if the Customer is not a regular Customer of that carrier. The Customer utilizes a 10XXX or 101XXXX Access Code to make calls, and the Customer does not change its Primary Interexchange Carrier.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission: Nebraska Public Service Commission.

Company: TouchTone Communications, Inc the issuer of this Tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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SECTION 1 – DEFINITIONS & TECHNICAL TERMS. (continued)

ILEC: Incumbent Local Exchange Company.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc.

Local Exchange Carrier or (LEC): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Nonrecurring Charges or NRCs: One-time charges most often associated with installation, ordering, or account establishment.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Private Line Services: A service whereby the Company is able to connect a Business Customers enterprise network directly to one site or multiple sites, based upon the specific needs of the Customers applications and locations.

Recurring Charges (MRCs): The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service(s): The Company's Products and Services, without limitation; Interexchange Services offered on the Company's Network.

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

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

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SECTION 1 – DEFINITIONS & TECHNICAL TERMS. (continued)

Presubscribed Service: A service whereby the Customer can make long distance calls and the Customer must change its Primary Interexchange Carrier to the Company.

Resp. Org.: Responsible Organization or entity identified by Toll-Free service Customer that manages and administers records in the toll-free number database and management system.

Telecom Unit: A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Nebraska.

Telecommunications: The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

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

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Tariff.

Underlying Carrier: The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

FUSF: FUSF stands for Federal Universal Service Fund.

SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to interexchange telecommunications services provided by the Company for telecommunications between points within the State of Nebraska. Services are furnished subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC, underlying carriers and/or LEC, and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. Necessary facilities and equipment may include, but are not limited to, facilities or equipment to be provided by the Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to the Company or the LEC. The Company's services are provided to Business Customers on a statewide basis and are not intended to be limited geographically. The selection of the DUC and underlying carriers are made solely in the discretion of the Company. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Business Customers interested in the Company's services shall complete and sign off on a Service Order Form (SOF) (or multiple SOF's based on service selection) with the Company, which fully identifies the Customer, the services requested and other information requested by the Company. The Business Customer will also be required to affirm their acceptance of service by acknowledging all End User Terms and Conditions as set forth by the Company and when/as applicable a Service Contact. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the SOF. The SOF shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such SOF.

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SECTION 2 – RULES AND REGULATIONS. (continued)

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but will involve the resale of products and services of underlying carriers, common carriers and alternative carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or re-pricing of the Underlying Carrier's tariff offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

SECTION 2 – RULES AND REGULATIONS. (continued)

- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other tariff violations.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

SECTION 2 – RULES AND REGULATIONS. (continued)

- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

SECTION 2 – RULES AND REGULATIONS. (continued)

- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.3.8 It is understood and agreed that this tariff embodies the full understanding and agreement between the Company and the Customer regarding the services provided hereunder. No representation or understanding contrary to the provisions and rates of this tariff shall apply. The company, its officers, directors, employees, shareholders, and their respective heirs and assigns, are specifically excused and indemnified, saved and held harmless, by each Customer taking services under this tariff for any claim of misrepresentation, or errors or omissions made by sales representatives or sales agents.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff and also on the individual Service order Forms.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

SECTION 2 – RULES AND REGULATIONS. (continued)

- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

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SECTION 2 – RULES AND REGULATIONS. (continued)

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.

SECTION 2 – RULES AND REGULATIONS. (continued)

2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

SECTION 2 – RULES AND REGULATIONS. (continued)

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

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SECTION 2 – RULES AND REGULATIONS. (continued)

2.6 **Credit Allowance**

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

2.7 **Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 **Deposit**

The Company does not require deposits.

2.9 **Advance Payments**

The Company does not require advance payments.

SECTION 2 – RULES AND REGULATIONS. (continued)

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand, therefore, is not received by the Company in writing within such 30-day period.
- 2.10.4 The Company will utilize direct billing and at times if and when applicable utilize LEC billing. The Company makes the selection of the billing option. With LEC billing, the Customer's charges for Service(s) are billed with the Customer's bill for local service. If LEC billing is utilized, the rules and regulations applying to rendering and payment of the bill and late charges are the same as covered in the applicable LEC tariff. The Company will make every effort to post any credit due to the Customer account(s) on the Customer's next LEC bill. However, based on the date of the resolution of a dispute and the date credits must be provided to the LEC, it may be two or more billing cycles before a credit will be issued. The Company's name and toll-free telephone number will appear on the Customer's bill.

SECTION 2 – RULES AND REGULATIONS. (continued)**2.11 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted to Customer on the SOF and/or herein. Additionally also billed as separate line items and are not included in the rates quoted to Customer on the SOF, and/or herein are any municipal, state and or Federal regulatory surcharges, fees and assessments such as Federal Universal Service Fund (“FUSC”) fees.

2.13 Late Charge

A late fee of 1.5% per month, will be charged on any past due balances.

2.14 Returned Check Charge

A fee will be charged whenever the institution on which it is written does not accept a check or draft presented for payment for service.

SECTION 2 – RULES AND REGULATIONS. (continued)2.15 Reconnection Charge

A reconnection fee of \$0.00 per occurrence will be charged when service is reestablished for Customers, which have been disconnected due to non- payment. When Customer makes payment to restore service along with any and or all accrued liabilities in the form of past due amounts, late fees, third party collection agency charges and other amounts as and if applicable; Company shall restore service as appropriate. However Payment of all of the aforementioned must be paid in full prior to reconnection of service.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

The Company will provide Interexchange Service in the State of Nebraska as specified herein. The Company will provide services over its underlying Carriers facilities in conjunction in part with its own.

The Company's Interexchange Services provide a Customer with a telephonic connection to make VoIP based calls using an Internet protocol process. Company also shall issue DID numbers to Customers to facilitate such calls and will enable users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this tariff;
- C. access (at no additional charge) emergency services by dialing 9-1-1;
- D. access (at no additional charge) the telecommunications relay service (TRS) system by dialing 7-1-1 as further defined in a subsequent section of this tariff; and

Each Service is available on a "full" service basis, whereby service is delivered to a demarcation/connection point at the Customer's premises.

The Company offers PBX/IPPBX Systems for business, SIP trunks, Cloud Based products and a wide range of Communications products and services for Business Customers. The Company will also provide Private Line Service.

SECTION 3 - DESCRIPTION OF SERVICE, (continued)

3.2 Service Offerings

3.2.1 Business PBX Service

Business PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group.

Business PBX Trunks are available as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Business PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

Recurring charges for Business PBX Trunk Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company. Additionally additional usage outside of a Customers' calling plan is billed in arrears.

3.2.2 Direct Inward Dialing (DID) Trunk Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

3.2.3 Private Line Service

Private Line Service allows for a digital, fiber or virtual 'End-to-End' service through the application of point to point or multiplexed services. Private Line Service provides for the transmission of voice and/or data by providing a dedicated voice or data communications path between two or more locations of the same Customer. The Private Line Service is provided between two Customers designated premises, or provided between multiple Customers designated locations and the Company facilities.

SECTION 3 - DESCRIPTION OF SERVICE, (continued)

3.3 Optional Calling Features

3.3.1 General

The features in this section are made available if, as and when applicable on an individual basis or as part of multiple feature packages in the sole discretion of the Company. All features are provided subject to availability in the sole discretion of the Company. Certain features may not be available with all classes of service and/or some, any and/or all features may not be available at time of order request and/or in the future. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

3.3.2 Feature Descriptions

- A. Call Forwarding Variable - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- B. Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

SECTION 3 - DESCRIPTION OF SERVICE, (continued)

3.4 Optional Calling Features, (Cont'd.)

3.4.1 Feature Descriptions, (Cont'd.)

- C. Call Waiting - Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- D. Speed Dial: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- E. Call Forwarding Busy Line, Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- F. Call Forwarding Don't Answer, Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- G. Call Forwarding Busy Line w/ Customer Control: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.

SECTION 3 - DESCRIPTION OF SERVICE, (continued)

3.4 Optional Calling Features, (Cont'd.)

3.4.2 Feature Descriptions, (Cont'd.)

- H. Call Forwarding Don't Answer w/ Customer Control: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.

- I. Call Forwarding Variable, Remote Access - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

SECTION 3 - DESCRIPTION OF SERVICE, (continued)

3.4 Optional Calling Features, (Cont'd.)

3.4.2 Feature Descriptions, (Cont'd.)

- J. Three Way Calling with Transfer: This feature allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference. This feature shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part of message charges, toll or otherwise, that would regularly be applicable between the stations bridged together by the subscriber.
- K. Call Forwarding Don't Answer w/ Ring Control: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

SECTION 3 - DESCRIPTION OF SERVICE, (continued)

3.4 Optional Calling Features, (Cont'd.)

3.4.2 Feature Descriptions, (Cont'd.)

- L. Remote Call Forwarding - Remote Call Forwarding (RCF) is a local exchange telecommunications service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialed exchange or 8XX Service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays the applicable charges for the forwarded portion of the call.

Remote Call Forwarding service is offered subject to availability of suitable facilities. Remote Call Forwarding service is not offered where the terminating station is a coin telephone. The Company will not provide identification of the originating telephone number to the RCF Customer. Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call. Therefore, the normal grade end-to-end transmission is not guaranteed on such calls.

Each Remote Call Forwarding feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously.

- M. Multiple Directory Number Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- N. Call Return: allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

SECTION 3 - DESCRIPTION OF SERVICE, (continued)

3.4 Optional Calling Features, (Cont'd.)

3.4.2 Feature Descriptions, (Cont'd.)

- O. Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

- P. Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- Q. Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

SECTION 3 - DESCRIPTION OF SERVICE, (continued)

3.4 Optional Calling Features, (Cont'd.)

3.4.2 Feature Descriptions, (Cont'd.)

- R. Caller ID -Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized Equipment either provided to end user at a cost and/or CPE which may not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- S. Caller ID - Enhanced: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized Equipment either provided to end user at a cost and/or CPE which may not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- T. Anonymous Call Rejection: Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- U. Hunting: the Company offers basic "serial hunting," which defaults to the next available trunk within a group, when the prior trunk is busy.
- AA. User Transfer/Conferencing: A user of this feature may hold an in-progress call and complete a second call, or may add on the previously held call for a three-way conference. The feature also allows an incoming call to be transferred to another access arrangement.
- BB. Call Pickup: This feature allows a subscriber to answer a call which has been directed to another serving arrangement within the same call pickup group by dialing a code.
- CC. Call Hold: A user of this feature can place an established call on hold by depressing the switch-hook and dialing a code.

SECTION 3 - DESCRIPTION OF SERVICE, (continued)

3.5 Directory Assistance and Listing Services

3.5.1 Directory Listings

General

The following rules apply to basic listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

One basic listing for each individual line service, auxiliary line or PBX system is provided at no additional charge to the Customer. A basic listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

SECTION 3 - DESCRIPTION OF SERVICE, (continued)**3.6 Computation of Charges**

3.6.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and/or time of day of the call. The variable measured charge is specified as a rate per minute, which is applied to each minute. All calls are measured in increments as set forth in the Customer Service Order From and when and as applicable the Rates Section of this tariff.

3.6.2 Calculation of Distance

If, as and when applicable usage charges for all mileage sensitive products are based on the airline distance between the Rate Centers associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the industry standard "V" and "H" coordinates of the Rate Centers in the following manner:

- Step 1 -** Obtain the "V" and "H" coordinates for the Rate Center of the originating and the destination points.
- Step 2 -** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the difference between the "H" coordinates.
- Step 3 -** Square the differences obtained in Step 2.
- Step 4 -** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 -** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 -** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating points of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

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SECTION 3 - DESCRIPTION OF SERVICE, (continued)

3.6 Computation of Charges, (continued)

- 3.6.3 Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.
- 3.6.4 If the Customer uses a calling plan with a monthly recurring charge, that monthly charge is charged for every billing or calendar month in which a customer uses the service as defined by placing a call from a working telephone number.

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SECTION 3 - DESCRIPTION OF SERVICE, (continued)3.7 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

TouchTone Communications, Inc.
16 South Jefferson Road
Whippany NJ 07981
973-739-9300

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled; provided, however, in the event that the Company has willfully overcharged any Customer, the Company shall refund the difference, plus interest, as prescribed by the Commission.

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SECTION 3 - DESCRIPTION OF SERVICE, (continued.)3.7 Customer Complaints and/or Billing Disputes, (continued)

- 3.7.1 If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

The Company reserves the right to suspend or cancel without advance written notice and without any liability whatsoever, the provision of Toll-Free Service to any Toll-Free Service customer if the Company determines in its sole discretion that the customer is using the Toll Free Service to make or permit any telephone facility under such customer's control to be used for any purpose or activity including, calling card platforms, prepaid calling card platforms, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended. (Calling card platform, debit card platform)

3.8 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.9 Additional Service Offerings

3.9.1 Presubscribed 1+ Dialing

This service permits Customers to originate calls via switched or dedicated lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits". The Customer is presubscribed to the Company's service.

SECTION 3 - DESCRIPTION OF SERVICE, (continued.)

3.9.2 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

3.9.3 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 411 or 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published. Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

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SECTION 3 - DESCRIPTION OF SERVICE, (continued)

3.9.4 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to the Company Service Order Form and Contract and services ordered on the applicable Service Order Forms shall include Individual Case Basis Pricing for each Customer. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

3.9.5 Emergency Call Handling Procedures

Emergency "911" calls are not routed to Company, but are completed through the local network at no charge and/or are connected to/by the Company's underlying carrier as either the ILEC's other certified and registered providers approved within the state.

3.9.6 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

SECTION 4 - RATES AND CHARGES4.1 General Rate Information4.1.1 Call Duration

Customer will maintain a call duration of greater than 6 seconds in length for at least 90% of Customer's total domestic calls. TouchTone Communications, Inc. shall charge all calls under 6 seconds in duration at an additional (\$0.01) per call if the total amount of calls less than 6 seconds exceeds 10% of the Customer's total domestic traffic.

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SECTION 4 - RATES AND CHARGES, (continued)

4.1 Individual Case Basis (ICB) Arrangements

Special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal Tariff or contract conditions. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

4.2 Contract Pricing

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein or rates especially created for the Customer by Company for one time charges without limitation; installation charges, equipment fees and also monthly recurring charges. The terms of the contract may be based partially or completely on the term and revenue commitment, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

4.3 Promotional Programs

The Company may, from time to time, offer services in this tariff at special promotional rates and/or terms.

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SECTION 4 - RATES AND CHARGES, (continued)

4.4 Application of Rates and Charges

All services offered in this Tariff List are subject to Service Order, Nonrecurring, Monthly Recurring, and Usage Charges.

4.4.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit as 6 second 6 second for domestic calling and 6 second and 18 second as International.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

4.4.2 Discounted Pricing Plans

The rates identified in this tariff are base rates. Except as otherwise noted, the discounts herein are applied to the base rates.

Current discount, all service plans 0%

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SECTION 4 - RATES AND CHARGES, (continued)

4.5 Service Charges and Surcharges, (Cont'd.)

4.5.1 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

Duration of time, per technician	<u>Business</u>
Initial 15 minute increment	\$48.75
Each Additional 15 minute increment	\$48.75

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SECTION 4 - RATES AND CHARGES, (continued)

4.6 Service Rates, (Cont'd.)

4.7.1 Business PBX Trunk Service

4.6.1.1 Trunk Charges

The Business Enhanced PBX Trunk rates shown below include Combination, Two- Way or Out Dial Trunks. Usage Sensitive Charges and Allowances for Business PBX Trunk Service are specified in this tariff. Nonrecurring charges for Business PBX Trunk Service are also specified in this tariff.

Maximum one (1) time fee of \$ICB per Trunk

23 Channels: Monthly Recurring Charge - ICB

4.7.1.2 Direct Inward Dialing (DID)

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in this tariff. The Customer will be charged for and per each individual DID number they purchase and shall not be charged in required blocks of bulk DID numbers. Pricing for each individual DID shall be as ICB.

	Installation	Monthly
DID Trunk Termination	\$0	ICB

DID max per minute in/outbound U.S. rate \$0.20 cents.

SECTION 4 - RATES AND CHARGES, (continued)

4.8 Service Rates, (Cont'd.)

4.8.1 PBX Trunk Service, (Cont'd.)

B. Direct Inward Dialing (DID) Service, (Cont'd.)

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Dual Tone Multi-frequency Pulsing Option, Per Trunk	ICB	ICB

4.8.2 Private Line Service

If and when applicable at some point in the future all Private Line Services are provided on a customized and Individual case basis per Customer without limitation a onetime installation fee, any MRC's and additional costs to and between a Customers business locations.

Installation & MRC
ICB

SECTION 4 - RATES AND CHARGES , (continued)

4.9 Service Rates, (Cont'd.)

4.9.1. SIP Trunking

- a. ICB Per Channel
- b. Basic Features

4.9.2 Hosted Voice - (features may come with below descriptors)

- c. Basic feature set \$ICB/ station
- d. ICB MRC
 - i. Caller ID
 - ii. Call Forwarding
 - iii. Web Portal
 - iv. Transfer
 - v. Voicemail

4.9.3. Enhanced Hosted Features - (features may come with below descriptors)

- a. \$ICB Setup Fee (each)
- b. \$ICB MRC
 - i. Auto Attendant
 - ii. Multiline Huntgroup
 - iii. Stand-alone shared voicemail
 - iv. Foreign Number remote forward
 - v. Any Custom requests outside of standards

SECTION 4 - RATES AND CHARGES, (continued)

4.10 Optional Calling Features

4.10.1 Features Offered on Monthly Basis

The features in this section are made available if, as and when applicable on an individual basis or as part of multiple feature packages in the sole discretion of the Company. All features are provided subject to availability in the sole discretion of the Company. Certain features may not be available with all classes of service and/or some, any and/or all features may not be available at time of order request and/or in the future. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

If and when any or each feature is and/or may be made available no usage sensitive charges shall apply. If and when features are made available by the Company multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

SECTION 4 - RATES AND CHARGES, (continued)

4.10 Optional Calling Features, (Cont'd.)

4.10.2 Features Offered on Monthly Basis, (Cont'd.)

	<u>Business</u>
Optional Calling Features	
Call Waiting	\$ICB
Call Forwarding Variable	\$ICB
Three Way Calling	\$ICB
Speed Dialing	\$ICB
Speed Calling	\$ICB
Call Forwarding Busy Line	\$ICB
Call Forwarding Don't Answer	\$ICB
Call Forwarding Don't Answer-Ring Control	\$ICB
Customer Control of Call Forwarding Busy Line	\$ICB
Customer Control of Call Forwarding Don't Answer	\$ICB
Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath	\$ICB
Call Forwarding Variable Multipath or Remote Access-Call Forwarding Variable Multipath	\$ICB
Call Block	\$ICB
Call Return	\$ICB
Call Selector	\$ICB
Call Tracing	\$ICB
Repeat Dialing	\$ICB
Preferred Call Forwarding	\$ICB
Three-Way Calling with Transfer ²	\$ICB
Remote Access-Call Forwarding Variable	\$ICB
Multiple Directory Number Distinctive Ringing - First TN's	\$ICB
Multiple Directory Number Distinctive Ringing - Two TN's	\$ICB
Caller ID – Basic	\$ICB
Caller ID - Deluxe	\$ICB
Enhanced Caller ID	\$ICB
Enhanced Caller ID with Call Management	\$ICB
Call Waiting Deluxe With Call Forwarding Don't Answer	\$ICB
Call Waiting Deluxe With Conferencing	\$ICB
Remote Access to Call Forwarding	\$ICB

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SECTION 4 - RATES AND CHARGES, (continued)

4.11 Directory Listing Services

4.11.1 Directory Listings

Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for herein. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

- Each Additional Listing	<u>Business</u> \$ICB
---------------------------	--------------------------

SECTION 4 - RATES AND CHARGES, (continued)

4.12 Directory Assistance

Directory Assistance is available to Customers of the Company. TouchTone Communications, Inc., shall provide live operators assistance to Customer's subscribers seeking information regarding telephone numbers and any other telephone listing information on a nationwide basis. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Live Operator Handled National Directory Assistance, Standard, Reverse, Address Search, Sent Paid, and Miscellaneous.

Directory Assistance Charges are 0.85 cents per call.

4.13 Special Rates

4.13.1 Operator Assistance for Handicapped Persons

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

SECTION 4-RATES AND CHARGES, (continued)

4.13.2 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

4.13.3 Discount for Telecommunications Relay Service Intrastate Toll Calls

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

4.14 Finance Charge

1.5% of the total invoice due will be charged on any past due balance.

4.15 Return Check Charges

A fee of \$30.00 will be charged for each check returned.

4.16 Early Termination

Customer will be responsible for 100% of all charges for the entirety of the contract period and/or each individual Service Order Form as applicable. If and when the Customer terminates and/or cancels service they shall have thirty (30) days to notify Company. Termination and/or cancellation by Customer shall not relieve Customer from any funds which may be due to Company as one time charges, monthly recurring charges and past due balance. Customer will also incur a termination/cancellation fee based on all monthly recurring charges for the remaining balance of the Company service Agreement along with any appreciable Service Order Forms.

SECTION 5 - MISCELLANEOUS SERVICES

5.1 Dialing Code for Telephone Relay Service (TRS)

5.1.1 General

- A. 711 Dialing Code (“711”) is a three digit local dialing arrangement for telephone voice transmission access to all relay service entities as a toll free call. Pursuant to Order 00-257, issued in CC Docket 92-105, the Federal Communications Commission (FCC) assigned the 711 dialing code for nationwide access to Telephone Relay Service (TRS) entities, to be implemented not later than October 1, 2001.
- B. The TRS entity should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 711.
- C. This service is subject to the availability of the 711 dialing code.
- D. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.)
- E. Limitations and use of service as stated elsewhere in this Tariff apply.
- F. Directory Listings may be provided for 711 at no charge.
- G. Access to 711 is not available to the following classes of service:
 - 1. Hotel/Motel/Hospital Service (toll call only)
 - 2. 1+
 - 3. 0+, 0-, (Credit Card, Third-Party Billing, Collect Calls)
 - 4. Inmate Service
 - 5. 101XXXX
 - 6. Cellular - Type 2A

In addition, operator assisted calls to the 711 will not be completed.

- H. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.

SECTION 5 - MISCELLANEOUS SERVICES, (continued)

5.1 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)

5.1.1 General, (Cont'd.)

- H. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.
- I. An “affiliate” of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the TRS entity. The term “control” (including the terms “controlling”, “controlled by”, and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

5.1.2 Service Requirement and Conditions

- A. Requests for 711 Dialing Code must be submitted in writing to the Nebraska Public Service Commission, for the assignment of the 711 code.
- B. The Company will provision the TRS entity’s request within a reasonable time, given the complexity of the order. If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment as specified in A, preceding.
- C. The TRS entity must, prior to provisioning of the service, sign a written acknowledgment of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of 6 months’ written notice of such a recall from the Company or regulating entity and abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 711 dialing code. If a recall is affected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The TRS entity will be required to migrate to any access arrangement the telephone relay service subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.

SECTION 5 - MISCELLANEOUS SERVICES, (continued)

5.1 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)

5.1.2 Service Requirement and Conditions (Cont'd.)

- D. Only one 10 digit toll free number may be used as the lead number per basic local calling area.
- E. The 711 Dialing code is provided where facilities permit.
- F. TRS entity should work separately with cellular companies to ascertain whether Type 1 cellular customers will be able to reach telephone relay service provided by dialing 711.
- G. TRS entity should work separately with each local exchange Company to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- H. 711 Dialing code will be provided under the following conditions.
 - 1. For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 711 dialing code.
 - 2. The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone plant.
 - 3. The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.

SECTION 5 - MISCELLANEOUS SERVICES, (continued)

5.1 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)

5.1.2 Service Requirement and Conditions (Cont'd.)

H. , (continued)

4. The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to , any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claims of liable and slander.
5. The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.
6. A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

SECTION 5 - MISCELLANEOUS SERVICES, (continued)

5.1 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)

5.1.2 Service Requirement and Conditions, (Cont'd.)

- I. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply.
 - 1. The TRS entity will provide announcements. The Company will provide only the delivery of the call.
 - 2. The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
 - 3. The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the reorder- announcement equipment located on the TRS entity's premises.
 - 4. The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the reorder-announcement equipment located on the TRS entity's premises.

- J. The Company may take all legal and practical steps to disassociate itself from TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.

- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

Issued: January 9, 2020

Issued by: Gary Glodek, Senior Vice President
TouchTone Communications, Inc.
16 South Jefferson Road
Whippany NJ, 07981

Effective: February 14, 2020

Received by NPSC
01/10/2020

SECTION 6 – RESERVED FOR FUTURE USE

6.1 Reserved for Future Use

Issued: January 9, 2020

Issued by: Gary Glodek, Senior Vice President
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Effective: February 14, 2020

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