

TEXAS TARIFF  
  
FOR  
  
LOCAL EXCHANGE SERVICE, INTRASTATE INTEREXCHANGE SERVICE, AND  
INTRASTATE CARRIER ACCESS SERVICE  
  
OF  
  
TEXAS HEARING AND TELEPHONE CORPORATION  
D/B/A TEXAS HEARING AND TELEPHONE

## **TABLE OF CONTENTS**

TABLE OF CONTENTS.....	1
SYMBOLS.....	2
TARIFF FORMAT .....	3
APPLICABILITY OF TARIFF .....	4
SECTION 1 – DEFINITIONS.....	5
SECTION 2 – RULES AND REGULATIONS .....	11
SECTION 3 - NETWORK SERVICES DESCRIPTIONS .....	38
SECTION 4 – DIRECTORY ASSISTANCE AND LISTING SERVICES .....	55
SECTION 5 – OPERATOR SERVICES.....	62
SECTION 6 – LONG DISTANCE SERVICES.....	63
SECTION 7 – MISCELLANEOUS SERVICES .....	64
SECTION 8 - CARRIER ACCESS SERVICE .....	67
SECTION 9 - PROMOTIONAL OFFERINGS .....	81
SECTION 10 - DESCRIPTION OF RATES.....	83

## **SYMBOLS**

The following symbols will be used in the right-hand margins of each Tariff page to indicate changes made on the sheets:

- (C) Indicates a change in regulations
- (D) Indicates a discontinued rate or regulation
- (E) Indicates a correction of an error made during a revision
- (I) Indicates a rate increase
- (M) Indicates moved text
- (N) Indicates a new rate or regulation
- (R) Indicates a rate reduction
- (T) Indicates a change in text, but no change in rate or regulation

In addition to symbols for changes, each provision or rate element changed will contain a vertical line, which will identify the lines being changed.

---

**TARIFF FORMAT**

- A. Page Numbering - Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence - There are six 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.(a)
- 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 pages 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.

### **APPLICABILITY OF TARIFF**

The Company provides telecommunications services in Texas. The Company is a Texas corporation with its headquarters in Texas. It is authorized to conduct business in Texas, with its principal Texas office located at 1213 E. Alton Gloor, Suite F., Brownsville, TX 78526.

This Tariff contains the description of the Services offered, the terms and conditions under which each of the Services are provided, and all effective rates and charges applicable to the furnishing of Local Exchange Service, Intrastate Interexchange Service, and Intrastate Carrier Access Services of the Company within the Southwestern Bell Telephone exchanges in the State of Texas. The rates and Services provided in this Tariff are filed at the Commission pursuant to the Texas Commission's enabling Act(s) ("Act") and the rules adopted by the Commission. Only those Services, terms and conditions, and rates and charges contained in this Tariff may be provided to Customers within the state of Texas. The Tariff describes the Company's Services and rates for Local Exchange Service, Interexchange Service, and Intrastate Carrier Access Service.

### **ACCESSIBILITY OF TARIFF**

These Tariffs are available for viewing, during normal Business Hours, at the Commission or the Company's principal place of business:

Texas Hearing and Telephone  
1213 E. Alton Gloor, Suite F.  
Brownsville, TX 78526  
(956) 542-2475

---

## **SECTION 1 – DEFINITIONS**

**“Access”** means an arrangement that connects the Customer’s or Customer’s Telecommunications Service to the Underlying Carrier’s designated point of presence or network switching center. For Access Services, access means a connection between a customer Premises and a Point of Presence of an Interexchange Carrier for the transmission of voice, data or video/image information.

**“Access Services”** means the Company’s intrastate telephone Services offered to residential and business customers pursuant to this Tariff. It is also a connection provided to an Interexchange Carrier between a Customer Premises and a Point of Presence of the Interexchange Carrier for the transmission of voice, data or video/image information.

**“Access Service Request (‘ASR’)”** means the written request for Access Services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR 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. Should a Customer use the Company’s Access Service without an executed ASR, the Company will then request the Customer to submit one.

**“Account”** means either a Customer’s physical location or individual Service represented by a unique account number within the billing system. Multiple Services each with a unique account number may be part of one physical location.

**“Activation Fee”** is charged to establish an Account and begin Service.

**“Account Number”** is a unique number used to identify each dedicated phone Service.

**“Advance Payment”** means part or all of a payment required before the start of Service.

**“Application for Service”** is a standard form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide and bill for Services. The Company’s order process that includes technical, billing and other descriptive information provided by Customer that allows the Company to provide requested communications Services for Customer and Customer’s Authorized Users. Upon acceptance by the Company, the Application for Service becomes a binding contract between Customer and the Company for the provision and acceptance of Services.

**“Authorized User”** is a person that is either authorized by the Customer to use telephone Service at Customer’s Premise or other location, or is placed in a position by the Customer, either through acts or omission, to use the Customer’s Local Exchange Service.

**“Basic Local Prepaid Service”** provides the Customer one month of Access to the Public Switched Telephone Network via a single, voice-grade communications channel. The Service only includes touch tone, local dialing within the non-optional calling scope associated with the Customer’s Service Address, and 9-1-1 service where available. Calls requiring the dialed number to be preceded by a one or zero (including, but not limited to calls to directory assistance or operator services) are not permitted. The End User is allowed to place only local, toll-free, and 9-1-1 calls. The following types of calls and Services may be blocked by the Company: collect, long distance, operator-assisted, third party, 976/900, person-to-person, or any similar type of Service that may be billed to a Customer’s telephone number. Basic Local Prepaid Service may be extended for additional one-month periods by remitting payment prior to the Service Expiration Date.

**“Basic Local Service”** means access to the Public Switched Telephone Network via a single, voice-grade communications channel.

**“Business Hours”** means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday, excluding holidays.

**“Business Office”** means the primary location where the business operations of the Company are performed and where a copy of the Company’s Tariffs is made available for public inspection. The address of the business office is 1213 E. Alton Gloor, Suite F., Brownsville, TX 78526.

**“Central Office”** means a Local Exchange Carrier’s office where a Customer’s lines are terminated for the purpose of offering Local Exchange Service and to connect with Interexchange Carriers.

**“Competitive Local Exchange Carrier (“CLEC”) or Alternative Local Exchange Carrier (“ALEC”)** means any entity or person providing Local Exchange Services in competition with an ILEC or LEC.

**“Commission”** means the Public Service Commission of Texas.

**“Company”** means Texas Hearing and Telephone Corporation, unless otherwise indicated by the context.

**“Competitive Local Exchange Carrier”** is a common carrier that is issued the appropriate certificate to provide telecommunications service.

**“Customer”** means any person, corporation, or lawful entity that orders and/or uses Service, and/or is responsible for the payment of charges and for compliance with the Company’s Tariff regulations.

**“Customer-Provided Equipment”** is Terminal Equipment provided by the Customer to utilize the Company’s Service.

**“Customer trouble report”** means any oral or written report given to the Company’s repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the Telecommunications Service provided by the Company.

**“Delinquent”** means a payment for a billing for Services to be provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

**“Demarcation Point”** is the point at the Customer’s premise where the Customer’s inside wire connects to the intrabuilding network cable (“INC”). Where there is no INC, the Demarcation Point is the point of entry at Company’s entrance Facility. This Demarcation Point separates the responsibility of the End User from that of a vendor or Company’s vendor of choice for Premises wire repair and Customer Provide Equipment trouble isolation.

**“Disconnection”** is the disconnection of a circuit, dedicated access line, or port connection being used for existing Service.

**“End User”** means the ultimate user of the Telecommunications Services and who orders Service and is responsible for payment of charges due in compliance with the Company’s price list regulations. See “Customer.”

**“Exchange”** means a geographic area established and approved by the Commission for the administration of Local Exchange Service in a specified area that usually embraces a city, town, or village and its environs. It may consist of one or more Central Offices together with associated plant used in furnishing communication Service in that area.

**“Facility” or “Facilities”** means any item or items of communications plant or equipment used to provide or connect to the Company’s Services.

**“FCC”** means the Federal Communications Commission.

**“Inside Wiring”** is the wire on the customer side of the Demarcation Point.

**“Interexchange Carrier” or “IXC”** means a common carrier that provides long distance domestic and international communication Services to the public.

**“LATA”** means 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. Tariff F.C.C. No. 4.

**“Line Maintenance”** is a Service that provides the Customer complete diagnosis of inside wiring problems and any necessary repairs to inside wiring and jacks by trained technicians.

**“Local Access Facility”** means the channel provided by the LEC (or other Local Service Provider) to connect the Point-of-Presence to a Customer location.

**“Local Exchange Company” or “LEC”** means a company that furnishes Local Exchange Services.

**“Local Exchange Service”** means access to the Public Switched Telephone Network and the ability to make calls in a Customer’s geographic area without incurring toll charges.

**“Monthly Recurring Charges”** means the monthly charges to the Customer for Services, Facilities and equipment, which continue for the agreed upon duration of the Service.

**“Nonbusiness Hours”** means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and the dates the following holidays are observed: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

**“Non-Recurring Charge (“NRC”)** means the initial charge, usually assessed on a one-time basis, to initiate and establish Service.

**“Non-Listed Number” or “Unlisted Number”** is a Service that allows a Customer’s name, telephone number and/or address to be provided by Local Directory Assistance but not printed in the local telephone directory.

**“Non-Published Number” or “Unpublished Number”** is a Service that prevents a Customer’s telephone number from being published in the local telephone directory or provided by Local Directory Assistance.

**“Omit Address”** is a Service that removes a Customer’s address from the telephone directory and Local Directory Assistance records.

**“Other Common Carrier”** denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications Service.

**“Premises”** means a building or buildings on contiguous property (except railroad rights-of-way, etc.).

**“Primary Interexchange Carrier (PIC)”** means the Interexchange Carrier to which a switched access line is presubscribed.

**“Public Switched Telephone Network”** means a common carrier network that provides circuit switching between public users. This is the worldwide voice telephone network accessible to all those with telephones and Access privileges.

**“Restoration Fee”** is a fee that will be charged to customers of the Company who fail to pay their bill by the 15th of the month, but wish to continue Service with the Company after suspension.

**“Service”** means Service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by the Company in the provision of Telecommunications Service to its Customers.

**“Service Commencement Date”** means the first day following the date on which the Company notifies the Customer that the requested Service or Facility is available for use, unless extended by the Customer’s refusal to accept Service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer’s acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which Customer used the Service or Facility

**“Service Order”** means the written request for Service 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.

**“Switch”** denotes an electronic device that is used to provide circuit sharing, routing, and control.

**“Tariff”** means a document filed with the Public Service Commission of Texas or the Federal Communications Commission that details Services, equipment, and pricing offered by the Company to all potential Customers.

**“Telecommunications Service”** means any Service provided by the Company, including voice, data, and all other types of communications services, that provides for the transmission, reception, and switching of signals, such as electrical or optical, by wire, fiber, or electromagnetic means.

**“Timely Payment”** means a payment on a Customer’s Account made on or before the due date.

**“Terminal Equipment”** means telephones and other equipment installed at the end of a telephone line.

**“Underlying Carrier”** means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer’s telecommunications traffic.

## **SECTION 2 – RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

2.1.1 The Company undertakes to furnish Telecommunications Services in connection with one-way and/or two-way information transmission between points within the state of Texas under the terms of this Tariff.

2.1.2 The Company is responsible under this Tariff only for the Services and Facilities provided herein, and it assumes no responsibility for any Service provided by any other entity.

2.1.3 The Company installs, operates, and maintains the Telecommunications Services provided herein in accordance with the terms and conditions set forth under this Tariff and the Regulations of the FCC and the Commission. 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 the Company's network.

2.1.4 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such Services are being used in violation of the law.

2.1.5 The Company's Services are available twenty-four (24) hours per day, seven (7) days per week.

2.1.6 The Company will comply with all rules and regulations of the Public Service Commission of Texas.

#### **2.1.7 Shortage of Equipment or Facilities**

(A) The Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by the Company, when necessary because of lack of Facilities, or due to some other cause beyond the Company's control.

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

## **2.2 Terms and Conditions**

2.2.1 Except as otherwise provided herein, the minimum period of Local or Interexchange Service is one month (30 days). The Company will issue a billing invoice monthly. All payments for Local and Interexchange Service are due on the fifteenth (15th) of each month for the following month's Service. If a prepaid Customer's Account is not paid in full by the due date, Company will begin to Disconnect Service. For all calculations of dates set forth on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.2.2 Customers may add authorized optional features to their existing Service by remitting payment for the feature prior to the expiration of the current month of Service. Functionality of the added feature will commence on the first day of the subsequent month of Service.

2.2.3 Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Agreement, shall survive such termination.

2.2.4 This Tariff shall be interpreted and governed by the laws of the State of Texas.

2.2.5 The Customer has no property right to the telephone number or any other call number designation associated with Services furnished by the Company. The Company reserves the right to change such numbers, or the Central Office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

## **2.3 Obligations of the Customer**

2.3.1 When placing an order for Service, the Customer must provide:

- (A) The name(s) and address of the person(s) responsible for the payment of Service charges; and
- (B) The name(s), telephone number(s), and address (es) of the Customer contact person(s);
- (C) The payment of all applicable charges pursuant to this Tariff;

2.3.2 The Customer must reimburse the Company for damages to, or loss of, the Company's Facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;

2.3.3 The Customer must provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

2.3.4 The Customer must comply with all laws and regulations applicable to, and obtain 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 rights-of-way for which Customer is responsible under section 2.3.3 above, and granting or obtaining permission for Company 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;

2.3.5 The Customer may not create or allow to be placed or maintained any liens or other encumbrances on the Company's equipment or Facilities; and

2.3.6 The Customer must make Company Facilities and equipment located on the Customer's Premises available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

## **2.4 Liability of the Customer**

2.4.1 The Customer will be liable for damages to the Facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.4.2 To the extent caused by any negligent or intentional act of the Customer as described in 2.4.1, preceding, 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, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.

2.4.3 The Customer shall not assert any claim against any other Customer or user of the Company's Services 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, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

## **2.5 Claims**

2.5.1 With respect to any Service or Facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

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

(B) 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, with limitation, use of the Company's Services and Facilities in a manner not contemplated by the agreement between the Customer and the Company.

(C) Any act or omission of: (a) the Customer, (b) any other entity furnishing Service, equipment or Facilities for use in conjunction with Services or Facilities

provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

(D) 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, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; 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; and any law, order, regulation or other action of any governing authority or agency thereof;

(E) Any unlawful or unauthorized use of the Company's Facilities and Services.

(F) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided Facilities or Services; or by means of the combination of Company-provided Facilities or Services;

(G) Breach in the privacy or security of communications transmitted over the Company's Facilities;

(H) 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 paragraph (A) of this Subsection 2.5.1.

(I) Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof;

(J) 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;

(K) Any noncompletion of calls due to network busy conditions;

(L) Any calls not actually attempted to be completed during any period that Service is unavailable; and

(M) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or Facilities.

## **2.6 Payment for Service**

2.6.1 The Customer is responsible for payment of all charges for Service and Facilities furnished by the Company to the Customer or Authorized Users. If any entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a Service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.6.2 All charges due from the Customer are payable to any agency duly authorized by the Company to receive such payments. The billing agency may be the Company, an agent of the Company, a credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

2.6.3 Adjustments to the Customer's bill(s) shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

## **2.7 Returned Check Charge**

2.7.1 A returned check charge in the amount of \$25.00 shall be applied if a check offered by a Customer for payment of Service provided is dishonored by a bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

## **2.8 Transfer or Assignment**

2.8.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

(A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least fifteen (15) days prior to the effective date of any requested assignment or transfer;

(B) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such transfer or assignment will not be unreasonably withheld; and

(C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within fifteen (15) days of receipt of the request.

2.8.2 Any permitted transfer or assignment of the Company's Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.8.3 This Tariff, in its entirety, shall apply to all such permitted assignees or transferees.

## **2.9 Use of Service**

2.9.1 Company's Local Service provides the Customer with a single, voice-grade communications channel. Each access line will include a telephone number with touch-tone dialing.

2.9.2 The Company's Service(s) may be used for any lawful purpose within the scope of its certificated authority and consistent with the transmission and switching parameters of the telecommunications Facilities utilized by the Company in the provision of such Service(s).

2.9.3 The use of the Company's Service(s) to make calls that might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.

2.9.4 The Services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which the Customer receives any payment or other compensation unless the Customer is a duly authorized regulated common carrier.

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

2.9.6 The use of the Company's Service(s) without payment for Service(s) or attempting to avoid payment for Service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.

2.9.7 The Company's Service(s) may be denied for nonpayment of charges or for other violations of this Tariff.

2.9.8 Any charges for long distance, toll, or other Services are billed to, due from and payable by the Customer unless billed directly to the Customer by another provider of Services.

#### 2.9.9 Prohibited Uses

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

(B) Applicants for Service who intend to use the Company's offerings for resale and/or for shared use may be required file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

(C) The Company may block any signals being transmitted by Customers over its Network, which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

(D) A Customer, joint user, or Authorized 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 entity if the existing Customer has paid all charges owed to the Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and Non-Recurring Installation Charges as stated in this Tariff will apply.

## **2.10 Liabilities of the Company**

2.10.1 The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company will not be liable for any direct, indirect, incidental, special, reliance, consequential, exemplary or punitive damages or lost profits suffered by the Customer for any reason whatsoever in connection with or arising out of its provision of Services including, but not limited to, Service outages, installation, activation, termination, interruption, delay, or transfer, whether caused by any act or omission, including, but not limited to, mistake, negligence of the Company's employees or agents, failure to perform or provide any Service, or any failure in or breakdown of Facilities, whether a claim for such liability is premised upon the Texas Deceptive Trade Practices Act, breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.

2.10.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the provision of any service offered under this Tariff, the Company's liability, if any, shall be limited as provided herein.

2.10.3 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in the installation, transmission, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing Service(s) or Facilities, representations, or use of these Services shall, in no event, exceed an allowance equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur as described in Section 2.27.

2.10.4 When the Facilities of other carriers are used to establish connections to points not reached by the Company's Facilities, the Company is not liable for any act or omission of the other carrier(s).

2.10.5 The Company shall not be liable for claim or loss, expense or damage (including, but not limited to, direct, indirect, reliance, consequential, incidental, or special damages or lost profits), for any interruption, delay, error, omission, or defect in any Service, Facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, its employees, or agents, by any malfunction of any Service or Facility provided by an Underlying Carrier, by an Act of God, fire, flood, war, or other catastrophe, civil disturbance, or act of government, or by any other cause beyond the Company's direct control, whether a claim for such liability is premised upon breach of

contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.

2.10.6 The Company will comply with the Commission's rules pertaining to refunds for over billing. If a Customer believes that the Company has charged an amount greater than the Company's Tariff, terms and conditions of Service, or customer-specific contract, the Customer must submit a claim for overpayment to the Company.

2.10.7 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's Services.

2.10.8 The Company shall not be liable for any defacement of or damages to the Premises of a Customer resulting from the furnishing of Service(s) or the attachment of equipment, instruments, apparatus, and associated wiring furnished by the Company on the Customer's Premises or by the installation or removal thereof, that is not the direct or indirect result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the Company without written authorization. Customer will indemnify and save the Company harmless from any claims of the owner of Customer's Premises or other third party for such damages.

2.10.9 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, Interexchange Carriers, Local Exchange Carriers, suppliers, and subcontractors) or other such cause beyond its reasonable control, including failures or fluctuations in electrical equipment; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties. Both parties retain all rights of recourse against any third parties for any failures that may create a force majeure condition for the other party.

2.10.10 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customer's Facilities or equipment used for or with the Services the Company offers; or (b) for the acts or omissions of other common carriers or Local Exchange Companies.

2.10.11 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-Provided Equipment or Facilities.

2.10.12 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.

2.10.13 The Company shall use reasonable efforts to make Services available by the Estimated Service Date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the Estimated Service Date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by vendor(s) and in any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

2.10.14 The Company shall be indemnified, defended, and held harmless by Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including: claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this Tariff; and all other claims arising out of any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

2.10.15 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.10.16 Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of the Customer. Customer shall be fully liable for all such usage charges.

2.10.17 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

## **2.11 Limitations**

2.11.1 Service is offered subject to the availability of the necessary Facilities and/or equipment and subject to the provisions of this Tariff. The obligation of the Company to provide Service is dependent upon its ability to procure, construct, and maintain Facilities that are required to meet Customer's order for Service. The Company will make all reasonable efforts to secure the necessary Facilities.

2.11.2 The Company reserves the right to limit or to allocate the use of existing Facilities, or Facilities in the process of being acquired by the Company, when necessary because of lack of Facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when Customer is using the Service in violation of law or the provisions of this Tariff.

2.11.3 The Company does not undertake to transmit messages, but offers the use of its Facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.11.4 The Company only offers Services for aggregation, sharing, or resale by Customers as provided for in this Tariff. Residential and Business customers may not purchase Services for aggregation, sharing, or resale purposes.

2.11.5 The Company directly or indirectly controls all Facilities provided under this Tariff and the Customer may not transfer or assign the use of Service or Facilities without the express written consent of the Company.

2.11.6 The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and Facilities furnishing this Service.

2.11.7 The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 9-1-1 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 9-1-1 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.

2.11.8 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's Service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to the Local Exchange Service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.11.9 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the number does not place the call. The Company will try to prevent the disclosure of the number of such telephone number, but will not be liable should such number be divulged.

2.11.10 With respect to Emergency Number 9-1-1 Service:

(A) This Service is offered as an aid in handling assistance calls in connection with fire, police, and other emergencies.

(B) The Company is obligated to supply the 9-1-1 service provider in the Company's Service area (the "9-1-1 Service Provider") with information necessary to update the 9-1-1 database at the time the Company submits customer orders to the Local Exchange Company whose Service is being resold pursuant to this Tariff.

(C) If, and when, the Company provides Basic Local Service to the Customer by means of the Company's own cable pair, or over any other exclusively owned Facility, the Company will be obligated to make the necessary equipment or Facility additions in the 9-1-1 Service Provider's equipment in order to properly update the database for 9-1-1. The Company will be obligated to provide Facilities to route calls from End Users to the proper PSAP. The Company recognizes the authority of the 9-1-1 entities to establish Service specifications and grant final approval or denial of Service configurations offered by the Company.

(D) When a Customer with a non-published telephone number places a call to the Emergency 9-1-1 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 9-1-1 Service upon request

of such governmental authority. By subscribing to Service under this Tariff Customer acknowledges and agrees with the release of information as described above.

## **2.12 Billing and Billing Disputes**

2.12.1 Billing to Customers will be scheduled monthly. Monthly Recurring Charges are billed monthly in advance. Usage charges, if any, are billed in arrears. A bill will be considered rendered to the Customer after having been deposited in the United States mail for two days with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment.

2.12.2 The Customer is responsible for all charges for Facilities and Services furnished by the Company to Customer and to all End Users authorized by Customer, including all calls placed from the Customer's location or by use of the Customer's authorization code(s), regardless of whether those Services are used by Customer or are resold or shared with other entities.

2.12.3 Payment is due by the due date printed on the bill. Payments are sent to the address listed on the bill.

2.12.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a maintenance or delinquency fee per the schedule of rates in Section 10.

2.12.5 Each bill shall also provide the following information:

- (A) Name and address of Customer;
- (B) Account Number and phone number;
- (C) Itemized charges and taxes;
- (D) Balance forward and balance due;
- (E) Due date;
- (F) A customer service number to call to discuss problems with the bill; and
- (G) Any information needed to comply with the Commission's rules.

2.12.6 A Customer shall have at least fifteen (15) days from the billing date to pay the charges stated. If the Company does not receive payment within that time period, the Customer's Account will be considered Delinquent.

2.12.7 For existing Customers whose Service is Disconnected, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.12.8 Customers may pay for Service by credit card, money order, or cash at an authorized payment agent.

2.12.9 The Customer shall notify the Company orally or in writing of any disputed items prior to the Delinquent date.

2.12.10 Any objection to billed charges should be reported to the Company as soon as possible.

2.12.11 A date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.12.12 Questions regarding the Company's Local or Interexchange Services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department at (817) 207-9557. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue Service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Office of Customer Protection. The Company shall provide the Customer with the following information:

Texas Public Service Commission  
Galvez Building, 12th Floor  
602 North Fifth Street  
Post Office Box 91154  
Baton Rouge, Texas 70821-9154

2.12.13 For Carrier Access Service, if a billing dispute arises, the Customer must remit payment to the Company for the undisputed portion of the bill. The Company will ask the Company's billing agent to provide to the Customer the data used to prepare the disputed parts of the bill. The Customer may review the data and may appeal a disputed billing amount to the Company's billing agent. A disputed amount that is not appealed to the

billing agent within 20 days of the Customer's receipt of the data from the billing agent will become due and payable immediately. The Customer may provide records to the billing agent to substantiate its dispute. The Company's billing agent will make the final decision about any disputed amounts.

## **2.13 Taxes, Fees and Assessments**

2.13.1 Sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, may be imposed on or based upon the provision, sale or use of the Company's Services in accordance with state and federal law.

2.13.2 To extent allowed by law, all state and local sales taxes will be listed as separate line items on the Customer's bill and are not included in the quoted rate(s).

2.13.3 Taxes shall be billed to the Customers receiving Service(s) within the territorial limits of the state, county, city or other taxing authority assessing the taxes. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. The billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of Service made subject to such tax, charge and/or assessment.

2.13.4 The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, assessments, charges or surcharges (including 9-1-1 surcharges) excluding taxes on the Company's net income assessed in conjunction with Service used.

2.13.5 It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.13.6 Other taxes, municipal fees, and assessment shall be identified on the Customer's bill and shall not be included in the quoted rate(s).

## **2.14 9-1-1 Emergency Service Fee and Equalization Surcharge**

2.14.1 The 9-1-1 Emergency Service Fee is a fee that must be collected from End Users and remitted to the local 9-1-1 entities. The assessment amount varies by 9-1-1 jurisdiction and type of Service. The assessment amount will be collected monthly by the Company based on the 9-1-1 jurisdiction's fee for each exchange access line and/or arrangement in addition to the monthly rate for Basic Local Service.

2.14.2 The Company will collect and remit to the State of Texas the 9-1-1 Equalization Surcharge based on its intrastate toll charges as required by state law.

## **2.15 This section left intentionally blank**

## **2.16 Municipal Franchise Fees**

2.16.1 Residential, non-residential and point-to-point access lines provided pursuant to this Tariff are subject to a municipal franchise fee as established for the city in which the End User of the access lines is located. The monthly recurring municipal charge will be equal to a monthly amount developed using criteria as recommended by your local municipality with information supplied by local certificated telecommunications providers (CTPs). The fee will be assessed as a per-line charge on the End User's bill.

## **2.17 Customer Line Charge**

2.17.1 The customer line charge ("CLC") is assessed on all business and residential local lines. The charge reimburses the Company for ILEC Customer Line Charges and other expenditures associated with the provision of the telephone infrastructure that enables End Users to make and receive interstate long distance calls.

## **2.18 Equipment**

2.18.1 The Company's Facilities and Service(s) may be used with or terminated in Customer-provided Terminal Equipment or Customer-provided telecommunications systems, such as a telephone set. Such Terminal Equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment which shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

## **2.19 Installation**

2.19.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this Tariff.

## **2.20 Cancellation of Service by Customer**

2.20.1 A Customer may cancel Service, at any time, by providing written or oral notice to the Company.

2.20.2 The Customer may cancel applications for Service prior to the start of Service. No charges will be imposed except for those specified below.

(A) The cancellation charge shall be all Non-Recurring Charges reasonably expended by the Company to establish Service to the Customer.

(B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, the Customer's responsibility shall be limited to a charge equal to the costs the Company incurred, less net salvage. In no case shall this charge exceed the sum of the charge for the minimum period of Service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun.

2.20.3 If a Customer cancels a Service Order or terminates Services before the completion of the term, after the start of Service, for any reason whatsoever other than a Service interruption, the Customer will receive a refund, from the Company, within thirty (30) days of cancellation.

(A) The refund will be prorated according to the fraction of unused prepaid Monthly Recurring Charges for Service.

(B) The installation fee will not be refunded.

## **2.21 Termination or Discontinuance of Service**

The Company for any of the following reasons may terminate 2.21.1 Service:

(A) Connection of Service without authority;

(B) Reconnection of Service without authority; or

(C) Where there are instances of tampering with the Company's equipment, evidence of theft of Service, or other acts to defraud the Company.

(D) Unauthorized use of telephone utility equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such equipment;

(E) Nonpayment of any undisputed Delinquent charge or bill within the period prescribed in the Company's Tariff;

(F) Excessive or improper use of Telecommunications Services, or used in such manner as to interfere with reasonable Service to other Customers.

(G) Failure to substantially comply with terms of a settlement agreement;

(H) Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;

(I) Upon material misrepresentation of identify in obtaining telephone utility Service; and

(J) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved Tariffs.

2.21.2 If requested by the Customer, the Company shall provide additional documentation to the Customer stating the reason(s) for termination of Service.

2.21.3 The suspension or discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for Service(s) furnished during the time of or up to suspension or discontinuance.

2.21.4 Upon the Company's discontinuance of Service to the Customer under this Section, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

2.21.5 Residential Service may be discontinued during normal Business Hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a weekend, holiday, or the day before a weekend or a holiday unless the Company's offices are available to Facilitate reconnection of Service.

2.21.6 The Company will not suspend or discontinue service if the Customer, before the date of suspension or disconnection, establishes that suspension or disconnection will prevent the Customer from summoning emergency medical help for someone who is seriously ill residing at the residence.

(A) Each time a Customer seeks to avoid disconnection of service under this subsection, the Customer before the date of disconnection, shall:

(1) have the person's attending physician (for purposes of this subsection, the term "physician" shall mean any public health official, including, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) contact the utility by the stated date of disconnection;

(2) have the person's attending physician submit a written statement to the utility; and

(3) enter into a deferred payment plan.

(B) The prohibition against suspension or disconnection provided by this subsection shall last 63 days from the issuance of the utility bill or a shorter period agreed upon by the utility and the customer or physician.

## **2.22 Disconnection Notice**

2.22.1 The Company will comply with the Commission's rules pertaining to disconnection notices.

## **2.23 Reconnection of Service**

2.23.1 If Service has been Disconnected for nonpayment or as otherwise provided herein and the Customer wishes it reinstated, Service shall be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.23.2 The Service of Customers who fails to make payment properly will be suspended on the date provided in the Disconnection Notice. After the Disconnection date, Customers who fail to make payment properly must apply as a new customer in order to regain Service.

## **2.24 Customer Service**

2.24.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making Customer Trouble Reports, making oral cancellation of Service, etc.

2.24.2 The Company's offices will be closed and customer service is not available during Non-business Hours.

## **2.25 Exchange Listing**

2.25.1 The Company adopts all maps and exchange listings of Southwestern Bell Telephone Company within the state of Texas.

## **2.26 Customer Equipment and Channels**

2.26.1 A user may transmit or receive information or signals via the Facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

### **2.26.2 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 MPOP.

(B) The Customer is responsible for ensuring that Customer-Provided Equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or 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, subject to prior Customer approval of the equipment expense.

### **2.26.3 Interconnection of Facilities**

**SECTION 2.26.3 IS AVAILABLE ONLY TO CARRIERS THAT ARE CERTIFIED BY THE PUBLIC SERVICE COMMISSION OF TEXAS TO PROVIDE LOCAL EXCHANGE SERVICES.**

(A) Local Traffic Exchange provides the ability for another Local Exchange Provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an End User of a company that is authorized by the Public Service Commission of Texas to provide Local Exchange Service; (b) originate and terminate within a local calling area of the Company.

(B) Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Communications Services and the channels, Facilities, or equipment of others shall be provided at the Customer's expense.

(C) Communications Services may be connected to the Services or Facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers that are applicable to such connections.

(D) Facilities furnished under this Tariff may be connected to Customer provided Terminal Equipment in accordance with the provisions of this Tariff. All such Terminal 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.

#### 2.26.4 Inspections

(A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.26.3(B) for the installation, operation, and maintenance of Customer-provided Facilities, equipment, and wiring in the connection of Customer-provided Facilities and equipment to Company-owned Facilities and equipment.

(B) If Customer-Provided Equipment is not in compliance with the protective requirements, the Company may take such action as it deems necessary to protect its Facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm.

(C) If harm to the Company's network, personnel or a Service is imminent, the Company reserves the right to shut down Customer's Service immediately, with no prior notice required.

## **2.27 Allowances for Interruptions in Service**

### **2.27.1 General**

(A) A credit allowance will be given when Service is interrupted, except as specified in Section 2.27.2 following. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.

(B) An interruption period begins when the Customer reports a Service, Facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, Facility or circuit is operative.

(C) If the Customer reports a Service, Facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its Premises for test and repair by the Company, the Service, Facility or circuit will be considered to be impaired but not interrupted. No credit allowances will be made for a Service, Facility or circuit considered by the Company to be impaired.

(D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than the Company, including but not limited to the Customer.

### **2.27.2 Limitations of Allowances**

No credit allowance will be made for any interruption in Service:

(A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer, Authorized User, or joint user;

(B) Due to the failure of power, equipment, systems, connections or Services not provided by the Company;

(C) Due to circumstances or causes beyond the reasonable control of the Company;

(D) During any period in which the Company is not given full and free access to its Facilities and equipment for the purposes of investigating and correcting interruptions;

(E) A Service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company, or utilize another Service provider;

(F) 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;

(G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

(H) That was not reported to the Company within thirty (30) days of the date that Service was affected.

#### 2.27.3 Use of Another Method of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

#### 2.27.4 Application of Credits for Interruptions in Service

(A) Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those Facilities on the interrupted portion of the circuit will receive a credit.

(B) For calculating credit allowances, every month is considered to have thirty (30) days.

(C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

(D) Interruptions of 24 Hours or Less

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minute	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

#### 2.27.5 Cancellation For Service Interruption

Cancellation or termination for Service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative Service credits equaling sixteen (16) hours in a continuous twelve (12)

month period. The right to cancel Service under this provision applies only to the single circuit that has been subject to the outage or cumulative Service credits.

## **2.28 Customer Liability for Fraud and Unauthorized Use of the Network**

2.28.1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

2.28.2 A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

2.28.3 An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

2.28.4 The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

2.28.5 The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use Service provided under this Tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer-Provided Equipment by third parties, the Customer's employees, or the public.

---

### **SECTION 3 - NETWORK SERVICES DESCRIPTIONS**

#### **3.1 General**

3.1.1 The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Commission:

- (A) Standard Residence Line Service
- (B) Standard Business Line Service
- (C) Optional Calling Features

3.1.2 The following Services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

- (A) Listing Services (including Non Published and Non-Listed Services)
- (B) Directory Assistance
- (C) Operator Services

3.1.3 The following Service is available to Interexchange Carriers for the combination of Carrier Common Line Access, Local Transport, and End Office Switching to enable IXC's to originate or terminate long distance calls to Customers of the Company.

- (A) Carrier Access

3.1.4 All Services offered in this Tariff are subject to Service Order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for Local Calling Services may be assessed on a measured rate basis and are additional to Monthly Recurring Charges shown for Business or Residence lines.

3.1.5 Emergency Services Calling Plan

- (A) Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.
- (B) Message toll telephone calls, to governmental emergency service agencies as set forth in (1) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (2) following are offered at no charge to Customers:

(1) Governmental fire fighting, Texas State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

(2) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

### **3.2 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:

3.2.1 Calls are measured in durational increments identified for each Service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

3.2.2 Timing on completed calls begins when the called party answers the call. 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).

3.2.3 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.

3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.2.5 All times refer to local time of the calling party.

### **3.3 Distance Calculations**

Where charges for a Service are specified based upon distance, the following rules apply:

3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no

telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

3.3.2 The airline distance between any two-rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.3.3 The formula for distance calculations is:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

### 3.4 Rate Periods for Time of Day Sensitive Services

3.4.1 For time of day, usage sensitive Services, the following rate periods apply unless otherwise specified in this Tariff:

	MON	TUE	WED	THU	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* Up to but not including.

3.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

3.4.3 For Services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Presidents' Day	As Federally Observed
Memorial Day	As Federally Observed
Independence Day	July 4
Labor Day	As Federally Observed
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

### 3.5 Standard Residence Line

3.5.1 A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature

is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

### **3.6 Standard Business Line**

3.6.1 The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

### **3.7 Pick Ten Prepaid Local Service**

3.7.1 Upon receipt of payment, the Company's Pick Ten Local Prepaid Service provides one month of access to the Public Switched Telephone Network and ten additional features from Section 3.8.3. Basic Local Prepaid Service may be extended for additional one-month periods by remitting payment prior to the Service Expiration Date.

3.7.2 The Pick Ten Local Prepaid Service includes the non-optional calling scope associated with the Customer's Service address, ten features from Section 3.8.3 and 9-1-1 Service where available. Calls requiring the dialed number to be preceded by a one or zero (including, but not limited to calls to directory assistance or operator services) are not permitted. The Service does not include any long distance Service or other toll Services. The End User is allowed to place only local, toll-free, and 9-1-1 calls. The Company shall not offer independently, or in conjunction with any other company, long distance or other toll Services. Customers are restricted from incurring any usage-sensitive charges on their line. The following types of calls and Services may be blocked by the Company: long distance; collect, operator-assisted, third-number billed calls, 976/900, person-to-person; or any similar type of Service that may be billed to Customer's telephone number.

3.7.3 Customers may choose ten of the following features as part of the Company's Pick Ten Local Prepaid Service plan:

- Anonymous Call Rejection
- Call Block
- Caller ID – Basic
- Caller ID – Deluxe
- Call Forwarding Variable
- Call Forwarding Variable, Remote Access
- Call Forwarding Don't Answer, Basic

Call Forwarding Don't Answer w/ Ring Control  
Call Forwarding Don't Answer w/ Customer Control  
Call Forwarding Busy Line, Basic  
Call Forwarding Busy Line w/ Customer Control  
Calling Number Delivery Blocking  
Call Return  
Call Selector  
Call Trace  
Call Waiting - Basic  
Call Waiting - Deluxe  
Call Waiting - Deluxe with Conferencing  
Enhanced Call Forwarding  
Enhanced Call Forwarding with Audio Calling Name  
Enhanced Call Forwarding Plus  
Enhanced Call Forwarding Plus with Audio Calling Name  
Message Waiting Indication  
Multiple Directory Number Distinctive Ringing  
Selective Call Forwarding  
Speed Calling  
Repeat Dialing  
Three Way Calling

### **3.8 Optional Extended Area Service**

3.8.1 Optional Extended Area Service (OEAS) provides alternative billing for customer dialed station-to-station calls to or from locations outside a Customer's local calling area but within the same LATA. OEAS rates and charges apply only for calls to locations outside a Customer's local calling area. OEAS is available in the following configurations:

(A) Discount - This option provides measured calling from the Customer's location to one or more exchanges outside the Customer's local calling area but within the same LATA. Rates for this plan consist of a monthly fixed charge, a per-call charge, and usage charges based on the duration of the call. The business customer chooses whether they want this plan billed on a per-line or per account basis.

(B) Incoming Discount - This option permits a Customer to pay for customer-dialed, station-to-station calls received at the Customer's location and placed from one or more specified exchanges outside the Customer's local calling area but within the same LATA. Rates for this plan consist of a monthly fixed charge, a per-call charge, and usage charges based on the duration of the call. The business

customer chooses whether they want this plan billed on a per-line or per account basis.

(C) Deluxe - This option permits a Customer to make unlimited free outgoing calls from the Customer's location to one or more exchanges outside the Customer's local calling area but within the same LATA. This option is only available to residential customers. Rates for this plan consist of a monthly fixed charge.

### **3.9 Extended Metropolitan Service**

3.9.1 Extended Metropolitan Service (EMS) is an optional Service that provides unlimited two-way toll free calling to additional exchanges in the specific metropolitan area of that exchange.

3.9.2 EMS requires a dedicated telephone number (TN). When changing from:

(A) Regular Local Exchange Service to Local Exchange Service with EMS, the Customer's telephone number must change in order to provision the Local Exchange Service with EMS.

(B) Local Exchange Service with EMS to regular Local Exchange Service, the Customer's telephone number must change for provisioning of regular Local Exchange Service.

3.9.3 Additional EMS calling areas are categorized by Tiers, as follows:

(A) Tier 1 exchanges are contiguous to the metropolitan exchanges.

(B) Tier 2 exchanges are not contiguous, but are near the metropolitan.

### 3.10 Optional Calling Features

3.10.1 The Company offers the features listed in Section 3.11.2 to Residential and Business Customers. Refer to Price Lists in this Tariff for specific features offered with each type of Local Exchange Service. The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of Service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable in some cases.

#### 3.10.2 Feature Descriptions

**Enhanced Call Forwarding:** Provides End User control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The End User may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging Service. Other Capabilities included with this feature include speed forwarding, priority screening, ring control and timed forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging Service used as the secondary location.

**Enhanced Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the End User to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the End User may hear the calling party's city and state or telephone number, depending on available call data.

**Enhanced Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the End User's location when FCF is active and all calls to the End User's main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

**Enhanced Call Forwarding Plus with Audio Calling Name -** Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the End User to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the End User may hear the calling party's city and state or telephone number, depending on available call data.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**Call Waiting - Deluxe:** Allows the End User to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

- \* - Answer the waiting call and placing the first party on hold;
- \* - Answer the waiting call and disconnecting from the first party;
- \* - Direct the waiting caller to hold via a recording
- \* - Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The End User must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The End User must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

**Call Waiting - Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the End User to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conference call.

**Caller ID - Basic:** Permits the End User to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE 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.

**Caller ID - Deluxe:** 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 CPE 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.

**Anonymous Call Rejection:** Permits the end -user to automatically reject incoming calls when the call originates from a telephone number that 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.

**Call Block:** Allows the End User to automatically block incoming calls from up to ten 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 features screening list.

**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.

**Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

**Call Trace:** 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.

**Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the End User's Directory Number and Directory Name on all calls dialed from an exchange Service equipped with this option. When active, the End User's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per-call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the End User to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the End User's number blocked. Per line End Users must dial an activation code prior to utilization.

**Message Waiting Indication:** Provides the End User with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the

responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

**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.

**Selective Call Forwarding:** Permits the End User to automatically forward to another number calls received from up to six End User pre-selected telephone numbers programmed into the features screening list. The End User controls when the feature is active, the forward-to numbers and can add or remove calling numbers from the feature's screening list.

**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

**Speed Calling:** 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.

**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.

### **3.11 Listing Services**

3.11.1 For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory (ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

#### **3.11.2 Non-Published Service**

This optional Service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

#### **3.11.3 Non-Listed Service**

This optional Service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

### **3.12 Directory Assistance**

3.12.1 Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. Directory Assistance Call Completion allows the directory assistance operator to complete a call to the telephone number requested.

### **3.13 Operator Services**

3.13.1 Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party. Operator Services also includes verification and emergency interrupt Service.

### **3.14 Miscellaneous Services**

#### **3.14.1 Main Number Retention**

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified Local Exchange Carrier at the same Premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention Service is only available in areas

where the Company maintains some form of number retention arrangement with the Customer's former Local Exchange Carrier.

#### 3.14.2 Pay Per Call Blocking/Unblocking

This Service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's Switching Facilities permit.

#### 3.14.3 Vanity Number Service

This Service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided Exchange Services.

#### 3.14.4 Presubscription Services

This Service provides for the Presubscription of local Exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

### 3.15 Non-Recurring Charges

3.15.1 Non-Recurring Charges apply to each line or trunk installed for the Customer. Non-Recurring Charges for Service apply to the ordering, installing, moving, changing, rearranging or furnishing of Telecommunications Services or Facilities. Service charges are categorized as follows:

3.15.2 Activation Fee – An Activation Fee will apply when a Customer initiates Service for the first time, when a Customer reapplies for Service after having been Disconnected by the Company or after choosing to discontinue Service with the Company.

(A) The Activation Fee may be paid in either of two ways:

(1) One-Time Payment – The full Activation Fee is paid in one lump-sum payment in addition to and at the time of payment of the first month's Monthly Recurring Charge and all applicable charges for Optional Services or Features.

(2) Deferred Payment – Part of the Activation Fee is paid in addition to and at the time of payment of the first month's Monthly Recurring Charge and all applicable charges for Optional Services or Features. The remainder of the Activation Fee is paid in addition to and at the time of payment of the second month's billing.

3.15.3 Line Connection Charge - Applies for establishing an exchange access line or trunk. The charge includes Service Ordering, Central Office work, exchange access line work and a standard voice miniature six-position network interface.

3.15.4 Line Change Charge - Applies per line to miscellaneous customer requested changes on existing Service for, but not limited to, number changes and suspend/restore.

3.15.5 Premises Work Charge - A Non-Recurring Charge based on the labor time and miscellaneous material required to perform customer requested work such as rearranging the drop wire, protector and/or network interface.

3.15.6 Secondary Service Charge - Applies per customer request for the receiving, recording, and processing of customer requests to change Services or add new or additional Services.

3.15.7 Restoration of Service - A restoration charge applies to the restoration of suspended Service and Facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended Service and Facilities is arranged. The restoration charge does not apply when, after Disconnection of Service, Service is later re-installed.

### **3.16 Blocking**

3.16.1 Blocking Service is a feature that permits a Customer to restrict access from his or her telephone line to various discretionary Services. Blocking Service is available where equipment and Facilities permit. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls. The following blocking options are available to Residential and Business Customers:

(A) Option #1 - allows the Customer to block the following calls: Operator 0-, Operator 0+, DDD 1+, 1+900, 1+555-1212, 1+NPA-555-1212, 411, 440, IDDD 01, IDDD 011+, 976, 1+976 and N11 service (211, 311, 511, 711, 811).

(B) Option #2 - allows the Customer to block the following calls: 976, 1+976, IDDD 01, Operator 0- and Operator 0+.

(C) Option #3 - allows the Customer to block the following calls: Operator 0-, Operator 0+, DDD 1+, 1+900, 1+555-1212, 1+NPA-555-1212, IDDD 01 and IDDD 011+.

(D) Option #4 - allows the Customer to block the following calls: 976, 1+976 and 1+900.

(E) Option #5 - allows the Customer to block the following calls: 976, 1+976, 1+900 and N11 service (211, 311, 511, 711, 811).

### 3.16.2 Rates

The Non-Recurring Charge for each line of Blocking Service is \$10.00 for options #1-#3. There is no Non-Recurring or Monthly Recurring Charge for options #4 or #5. The monthly rate of Blocking Service for options #1 - #3 is as follows:

Monthly Charge, each line     \$5.00

---

## **SECTION 4 – DIRECTORY ASSISTANCE AND LISTING SERVICES**

### **4.1 Directory Listings**

#### **4.1.1 General**

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

(1) Only information necessary to identify the Customer is included in these listings. The Company uses abbreviations in listings. The Company may reject a residence listing that is judged to be advertising. It may also 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 Customer is legally doing business under that name.

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

(3) The Company reserves the right to limit the length of any listing in the directory by using abbreviations when, in its judgment, the clearness of the listing or identification of the Customer is not impaired. Where more than one line is required to properly list the Customer, no additional charge will be made.

(4) The Company may refuse a listing that is known not to constitute a legally-authorized or adopted name, obscenities in the name, or any listing that, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, is a contrived name used for advertising purposes, to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party. The Company, after notification of the Company, will withdraw any listing that is found to be in violation of its rules.

(5) In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

#### **4.1.2 Composition of Listings**

(A) Names - the following names may be included in business Service listings:

- (1) The name of Customer or joint user.
- (2) The name of each business enterprise that the Customer or joint user conducts.
- (3) The name by which the business of a Customer or joint user is known to the public.
- (4) Only one such name representing the same general line of business will be accepted.
- (5) The name of any person associated with the Customer or joint user in the same business.
- (6) The name of any person, firm or organization that the Customer or joint user is authorized to represent, or the name of an authorized representative of the Customer or joint user.
- (7) Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes.
- (8) The name of a publication issued periodically by the Customer or joint user.
- (9) The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- (10) The name of a member of Customer's domestic establishment when business Service is furnished in the Customer's residence.
- (11) The name of a corporation that is the parent or a subsidiary of the Customer.
- (12) The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX Service, may be included in a residence type listing with the telephone number of the PBX Service.
- (13) The name of the Customer to a sharing arrangement.

(B) Designation

- (1) The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if

this is sufficiently indicated by the name. Where a listed party is engaged in ore than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

(2) A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

(3) A designation is not ordinarily provided in a residence type listing except for residential Service as permitted under the terms of this Tariff. A professional designation is permitted on residence Service in the case of a physician, surgeon, dentist, osteopath, chiropodist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business Service of that Customer or another Customer in the same or different directory.

(4) The listing of Service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence Service is furnished in a church study, the listing may include the designation "study."

#### (C) Address

(1) Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone Service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

#### (D) Telephone Number

(1) Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

(2) A listing may include only the telephone number of the first line of a PBX system or incoming Service group, except that a trunk not included in the incoming Service group of a PBX system, or the first trunk of a separate incoming Service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

#### 4.1.3 Types of Listings

##### (A) Standard Listing

A standard 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. The designation in the listing will be provided according to the rules in paragraph 4.1.2(B) above.

##### (B) Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD  
Office 125 Portland 555-4180  
Residence 9 Glenway 555-8345

##### (C) Alternate Telephone Number Listing and Night Listing

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following:

If no answer call (telephone number)  
Night calls (telephone number)  
Night calls after \_\_PM (telephone number)  
Nights, Sundays and holidays (telephone number)  
5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays  
(telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another Service furnished the same Customer or the Service furnished a different Customer.

(D) Duplicate Listing

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

(E) Reference Listing

A Customer having Exchange Services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

(F) Cross Reference Listing

A cross-reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

4.1.4 Free Listings

The following listings are provided at no additional charge to the Customer:

One listing for each individual line Service or auxiliary line.

**4.2 Non-Published Service**

4.2.1 Non-Published Service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

4.2.2 This Service is subject to the rules and regulations for E911 service, where applicable.

4.2.3 The Company will complete calls to a Non-Published Number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

4.2.4 When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a Non-Published Number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for Non-Published Service.

4.2.5 The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a Non-Published Service or the disclosing of said number to any person.

#### 4.2.6 Rates and Charges

There is a monthly charge for each Non-Published Service. This charges does not apply if the Customer has other listed Service at the same location; if the Customer lives in a hotel, boarding house or club with listed Service; or if the Service is installed for a temporary period.

Non-Published Service charge, per month: \$2.75

### 4.3 Non-Listed Service

4.3.1 Non-Listed Service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

4.3.2 This Service is subject to the rules and regulations for E911 service, where applicable.

4.3.3 The Company will complete calls to a Non-Listed Number.

4.3.4 When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a Non-Listed Number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for Non-Listed Service.

4.3.5 The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or

indirectly, by the publication of a Non-Listed Service or the disclosing of said number to any person.

#### 4.3.6 Rates and Charges

There is a monthly charge for each Non-Listed Service. This charges applies if the Customer has other listed Service at the same location; if the Customer lives in a hotel, boarding house or club with listed Service; or if the Service is installed for a temporary period.

Non-Listed Service charge, per month: \$1.50

### 4.4 Directory Assistance Services

4.4.1 A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line. No charges apply to calls received from pay telephones or from telephones furnished for the use by handicapped persons. Local directory assistance call completion is an optional Service provided to users of directory assistance service where users may choose to have a call completed by the directory assistance operator to the telephone number requested.

---

## **SECTION 5 – OPERATOR SERVICES**

### **5.1 General**

5.1.1 Company operators are available to assist customers with completing calls. Operator assistance is also available to verify and emergency interrupt service. Verification service aids the Customer with legitimate call completion problems. The operator will verify and provide the line status condition of the requested line. Emergency interrupt service aids the customer by having the busy line cleared if an emergency situation exists.

5.1.2 A per-call service charge applies in addition to the per minute usage rates when applicable. An operator-dialed surcharge of \$1.10 per-call applies in addition to the per-call service charges when the operator dials the terminating number for the customer. The per-call service charge applies in all rate periods and is as follows:

(A)	Customer Dialed Calling Card	\$0.75
(B)	Station to Station operator assisted	2.20
(C)	Person-to-Person operator assisted	4.85
(D)	Operator Busy Verification	6.45
(E)	Operator Emergency Interruption	6.45

## **SECTION 6 – LONG DISTANCE SERVICES**

### **6.1 General**

6.1.1 Customers may subscribe to intraLATA and interLATA long distance Services offered by the Company. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

### **6.2 End User Access**

6.2.1 This Service provides for the use of an End User Common Line (“local loop”) to originate or terminate interstate long distance calls. A Monthly Recurring Charge applies to each local access line for this Service.

6.2.2 End Users may select and designate to the Company an Interexchange Carrier (“IXC”) to access, without an access code, for intrastate calls. End Users may select a primary IXC for all of its lines, or a different IXC for each of its lines (only one IXC may be selected for each line or lines terminating the same hunt group. If an End User fails to designate an IXC prior to the date of Local Exchange Service installation, the Company will require the End User to dial an access code (i.e. 10XXX) for all long distance calls. After the End User’s initial selection of a predesignated IXC or the designation that they do not want to presubscribe to any IXC, a Non-Recurring Charge, as set forth below, will apply for any change in selection.

### **6.3 IntraLATA Long Distance Services**

6.3.1 Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in its Texas Tariff No. 1. Service is available for use by Customers twenty-four (24) hours a day. The Company’s Long Distance Service enables a User of an exchange access line to place calls to any station on the Public Switched Telephone Network bearing an NPA-NXX designation associated with points outside the Customer’s Local Calling Area. Such Service is offered for both intraLATA and interLATA calling. Customers must arrange for intraLATA and interLATA Service from the Interexchange Carriers of their choice. Customers may choose the Company as their carrier for intraLATA calls or interLATA calls.

#### **6.3.2 IntraLATA Calling Plan**

The Company’s intraLATA Calling Plan is an optional expanded local calling plan that provides unlimited, Direct Distance Dialing (DDD), intrastate calling within the Customer’s LATA for a flat monthly rate, in addition to the regular monthly rate.

## **SECTION 7 – MISCELLANEOUS SERVICES**

### **7.1 Carrier Presubscription**

7.1.1 Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

7.1.2 Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. Depending on the Service subscribed to by the Customer, the following options for long distance pre-subscription may be available:

**Option A:** Customer may select the Company as the presubscribed carrier for intraLATA and interLATA toll calls, subject to pre-subscription. This Option will be deleted if Company will not offer any interLATA dialing capabilities.

**Option B:** Customer may select the Company as the pre-subscribed carrier for IntraLATA calls, subject to pre-subscription, and some other carrier as the pre-subscribed carrier for interLATA toll calls, subject to pre-subscription.

**Option C:** Customer may select a carrier other than the Company for intraLATA toll calls, subject to pre-subscription, and the Company for interLATA toll calls, subject to pre-subscription. This Option will be deleted if Company will not offer any interLATA dialing capabilities.

**Option D:** Customer may select a carrier other than the Company for both intraLATA and interLATA toll calls, subject to pre-subscription.

**Option E:** Customer may select two different carriers, neither being the Company, for intraLATA and interLATA toll calls. One carrier would be the Customer's primary intraLATA Interexchange Carrier, subject to pre-subscription. The other carrier would be the Customer's primary interLATA Interexchange Carrier, subject to pre-subscription.

**Option F:** Customer may select no pre-subscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice, and the Company for interLATA toll calls, subject to pre-subscription.

**Option G:** Customer may select the Company for intraLATA toll calls subject to pre-subscription and no pre-subscribed carrier for interLATA toll calls which will require the Customer to dial a carrier access code to route all interLATA toll calls to the carrier of choice.

**Option H:** Customer may select no pre-subscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice, and some other carrier as the pre-subscribed carrier for interLATA toll calls, subject to pre-subscription.

**Option I:** Customer may select a carrier other than the Company for intraLATA toll calls, subject to pre-subscription, and no pre-subscribed carrier for interLATA toll calls, which will require the Customer to dial a carrier access code to route all interLATA toll calls to the carrier of choice.

**Option J:** Customer may select no pre-subscribed carrier for both intraLATA and interLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA and interLATA toll calls to the carrier of choice.

#### 7.1.3 Rules and Regulations

(A) Customers of record will retain their primary Interexchange Carrier(s) until they request that their dialing arrangements be changed.

(B) Customers of record or new Customers may select Option A, B, C, D, E, F, G, H, I, or J for intraLATA Pre-subscription.

(C) Customers may change their selected pre-subscribed Interexchange Carrier at any time, subject to charges specified in this Tariff.

#### 7.1.4 Pre-subscription Procedures

(A) A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish Local Exchange Service with the Company. The Company will process the Customer's order for Service. All new Customers initial requests for intraLATA toll Service pre-subscription shall be provided free of charge.

(B) If a new Customer is unable to make selection at the time the new Customer places an order to establish Local Exchange Service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the

Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance Services on a pre-subscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier pre-subscription within the 90-day period will not be assessed a service charge for the initial Customer request.

(C) Customers of record may initiate an intraLATA or interLATA pre-subscription change at any time, subject to the charges specified in Section 7.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll pre-subscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

#### 7.1.5 Pre-subscription Charges

##### (A) Application of Charges

After a Customer's initial selection for a pre-subscribed toll carrier and as detailed in this Tariff, for any change thereafter, an Pre-subscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

##### (B) Non-Recurring Charges

Per business or residence line, trunk, or port  
Initial Line, or Trunk or Port \$ TBD  
Additional Line, Trunk or Port \$ TBD

## **SECTION 8 - CARRIER ACCESS SERVICE**

### **8.1 Carrier Access Charge**

8.1.1. The Company charges Interexchange Carriers a single rate Carrier Access Charge for the combination of Carrier Common Line Access, Local Transport, and End Office Switching. The duration of each call is rounded up to the nearest second. Minutes are aggregated each month by carrier, rounded up to the nearest minute, and billed to the carrier, with the exception of the End Office Information Surcharge which is billed per 100 access minutes as noted in the rate table.

8.1.2. The Carrier Access Charge applies to originating and terminating calls to/from an End User and an IXC.

### **8.2 Carrier Common Line Access**

8.2.1 This Service provides for the use of the Company's common lines by IXCs for access to End Users to furnish originating and terminating interstate communications, including 800/888 toll free inbound. Originating switched access is provided for non-Company PICs. This Service also provides for 800 Database Access Service for originating 800/888 calls, which is an originating offering that provides a carrier identification function for numbers using the 800 and 888 NPAs. The carrier identification function is performed using queries routed through the Company's network.

### **8.3 Local Transport**

8.3.1 This Service provides the transmission between an IXC's Premises and the End Office Switch where the IXC's traffic is switched to originate or terminate the carrier's interstate calls. The Local Transport rate elements include Tandem Transport and Interconnection Charge. The Tandem Transport rate element includes the transmission of Facilities between the Company's serving wire center and an end office that is switched through a tandem. The Tandem Transport rates consist of a termination, Facility and switching rates. The termination and switching elements are usage sensitive. The local transport Facility rates are distance sensitive. The Interconnection Charge rate element provides for certain switching capability and network operations type functions not assigned to other Switched Access rate elements. This charge is applied to a customer's total intrastate switched Access minutes of use.

## **8.4 End Office Switching**

8.4.1 This Service provides the local end office switching and End User termination functions necessary to complete the transmission of Switched Access communications to and from the End Users served by the local end office. This Service includes Local Switching (LS2/Feature Group D), Line Termination, and Information Surcharge rate elements. The Local Switching element includes all features, functions, and capabilities of the local Switch, including but not limited to, the basic switching functions of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks as well as vertical features such as CLASS features and custom calling. Line Termination provides for arrangements that terminate the local transport Facilities and includes the Local Transport portion of Switching equipment (e.g. signaling, transmission devices, etc.).

## **8.5 800 Database Access**

8.5.1 800 Database Access Service is a Service offering utilizing originating Trunk side Switched Access Service. When an 800+NXX+XXXX call is originated by an End User, the Company will perform Customer Identification based on screening of the full ten-digits of the 800 number to determine the Customer location to which the call is routed.

8.5.1 The 800 Database charge, which consists of a single, fixed rate element, applies on a per query basis.

### **(A) Switched Access Service Optional Features**

(1) Nonchargeable Optional Features: Where transmission Facilities permit, the Company will, at the option of the Customer, provide the following nonchargeable optional feature, in association with Switched Access Service.

#### **(a) Supervisory Signaling**

(2) Chargeable Optional Features: Where transmission Facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features, as described in Section 5.5.2, in association with Switched Access Service.

#### **(a) 800 Database Access Service Query**

#### **(b) Signaling Transfer Point Access**

### **8.5.2 Billing Validation Service:**

(A) The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to LIDB provides Customers with potential toll fraud detection.

(B) The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

(C) The Company will update the LIDB information on a daily basis.

(D) LIDB Service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the customer for any reason.

(E) The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

#### 8.5.3 Chargeable Option Features

(A) 800 Database Access Service: The Customer will be charged a per query charge based on a query of the 800-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.

(B) Signaling Transfer Point Access: The Customer will be charged a per mile charge and a per port charge for access to a specialized Switch that provides SS7 network access and performs SS7 messaging, routing and screening. If a customer is connected to a third party SS7 Service provider, an additional charge, as specified in this Tariff will apply.

### 8.6 Interconnection of Facilities

8.6.1 Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Network Services and the channels, Facilities, or equipment of others, including Channel Service Units ("CSU") shall be provided at the Customer's expense.

8.6.2 Access Services may be connected to the Services or Facilities of other communications companies only when authorized by, and in accordance with, the terms

and conditions of the Tariffs of the other communications companies which are applicable to such connections.

## **8.7 Billing and Collection of Carrier Access Charges**

8.7.1 The Customer is responsible for payment of all charges incurred by the Customer or other users for Services and Facilities furnished to the Customer by the Company.

8.7.2 The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to Services established, provided, or discontinued during the preceding business cycle.

8.7.3 Non-Recurring Charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

8.7.4 The Company shall present invoices for non-usage sensitive Monthly Recurring Charges monthly to the Customer, in advance of the month in which Service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice date.

8.7.5 When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the action of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

8.7.6 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be a portion of the payment not received by the due date, multiplied by a late factor of 1.5%.

8.7.7 If a billing dispute arises, the Customer must remit payment to the Company for the undisputed portion of the bill. The Company will ask the Company's billing agent to provide to the Customer the data used to prepare the disputed parts of the bill. The Customer may review the data and may appeal a disputed billing amount to the Company's billing agent. A disputed amount that is not appealed to the billing agent within 20 days of the Customer's receipt of the data from the billing agent will become due and payable immediately. The Customer may provide records to the billing agent to substantiate its dispute. The Company's billing agent will make the final decision about any disputed amounts.

## **8.8 Advance Payments for Carrier Access Service**

8.8.1 The Company may require a Customer to make an Advance Payment before Services and Facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's 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 Non-Recurring Charges for the special construction and Monthly Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

## **8.9 Deposits for Carrier Access Service**

8.9.1 The Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(A) two month's charges for a Service or Facility that has a minimum payment period of one month; or

(B) the charges that would apply for the minimum payment period for a Service or Facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. At the Company's option, such deposit may be refunded to the Customer's Account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

8.9.2 A deposit may be required in addition to an Advance Payment.

8.9.3 When a Service or Facility is discontinued, the amount of a deposit, if any, and any interest accrued pursuant to this Tariff, will be applied to the Customer's Account and any credit balance remaining will be refunded. Before the Service or Facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

8.9.4 The Company will comply with the rules of the Commission that pertain to interest payable on Customer deposits.

## **8.10 Discontinuance of Carrier Access Service**

8.10.1 Upon nonpayment of any amount owing the Company, the Company may, by giving ten day's prior written notice to the Customer, discontinue or suspend Service without incurring any liability.

8.10.2 Upon violation of any of the other material terms or conditions for furnishing Service the Company may, by giving 30 days prior written notice to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.

8.10.3 Upon condemnation of any material portion of the Facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such Facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.

8.10.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend Service without incurring any liability.

8.10.5 Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.

8.10.6 Upon the Company's discontinuance of Service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.

8.10.7 When Carrier Access Service is provided by more than one company, the companies involved in providing the joint Service may individually or collectively deny Service to a Customer for non-payment. Where the company(s) affected by the nonpayment is incapable of effecting discontinuance of Service without cooperation from the other joint providers of Switched Access Service, such other company(s) will, if

technically feasible, assist in denying the joint Service to the Customer. Service denial for such joint Service will only include calls originating or terminating within, or transiting, the operating territory of the company initiating the Service denial for nonpayment. When more than one of the joint providers must deny Service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable Tariff provisions, the Tariff regulations of the company whose Local Switching Center serves the Customer shall apply for joint Service discontinuance.

8.10.8 The Company may discontinue the furnishing of any and/or all Service(s) to a Customer, without incurring any liability:

(A) Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, Facilities or Services. The Company may discontinue Service pursuant to this sub-section if

(1) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications Services or its planned use of Service(s); or

(2) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications Services, or its planned use of the Company's Service(s); or

(3) The Customer states that it will not comply with a request of the Company for security for the payment for Service(s) in accordance with Sections 8.8 or 8.9 above; or

(4) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications Services to which the Customer either subscribes or had subscribed or used; or

(5) The Customer uses Service to transmit a message, locate a person or otherwise give or obtain information without payment for the Service;

(6) The Customer uses, or attempts to use, Service with the intent to avoid the payment, either in whole or in part, of the Tariffed charges for the Service by:

(a) Using or attempting to use Service by rearranging, tampering with, or making connections to the Company's Service not authorized by this Tariff; or

(b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(c) Any other fraudulent means or devices.

(B) Immediately upon written notice to the Customer of any sum thirty (30) days past due;

(C) Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of Service in accordance with Section 8.8 or 8.9, above; or

(D) Seven (7) days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance.

## **8.11 Cancellation of Application for Carrier Access Service**

8.11.1 Applications for Service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an Application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.

8.11.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun.

8.11.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of Facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such case, the charge will be based on such elements as the cost of the

equipment, Facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

8.11.4 The special charges described in 8.11.2 and 8.11.3 will be calculated and applied on a case-by-case-basis.

## **8.12 Changes in Service Requested**

8.12.1 If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the Application for Service, the Customer's installation fee shall be adjusted accordingly.

## **8.13 Notices and Communications for Carrier Access Service**

8.13.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for Service shall be mailed.

8.13.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.

8.13.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

8.13.4 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.

## **8.14 Ordering Options for Carrier Access Service**

8.14.1 This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched and Special Access Service, as defined in this Tariff. These charges are in addition to other applicable charges set forth in other sections of this Tariff.

8.14.2 Ordering Conditions: All Carrier Access Services offered under this Tariff will be ordered using an ASR. The format of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for Services for a particular order must be identical.

8.14.3 The Customer shall provide all information necessary for the Company to provide and bill for the requesting Service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- (A) Customer name and Premise(s) address(es);
- (B) Billing name and address (when different from Customer name and address);
- (C) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiating, order confirmation, interactive design, installation and billing.

8.14.4 The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which the Company has received all information needed to process the ASR.

8.14.5 Provision of Other Services: Unless otherwise specified herein, all Services offered under this Tariff shall be ordered with an ASR.

(A) With the agreement of the Company, other Services may subsequently be added to the ASR at any time, up to and including the Service Date for the Access Service. When added subsequently, charges for a design change will apply when an engineering review is required.

(B) Additional engineering is not an ordering option, but will be applied to an ASR when the Company determines that additional engineering is necessary to accommodate a Customer request. The Company will provide additional engineering only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report. The Customer will be notified when additional engineering is required, and will be furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. If the Customer agrees to the additional engineering, a firm order will be

established. If the Customer does not want the Service or Facilities after being notified by the Company that additional engineering is required, the Customer may cancel the order and no charges will apply.

## **8.15 Access Order**

8.15.1 An ASR is required by the Company to provide a Customer Switched Access Service, as described herein. An ASR will be required for each new similar Service arrangement or group of common circuits.

8.15.2 When a customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of Services and/or Facilities being requested.

(A) When placing an order for either Direct Connect Service or Tandem Connect Service, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional Service for an existing Service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new Service.

## **8.16 Switched Access Services**

8.16.1 There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, usage rates and Non-Recurring Charges.

8.16.2 Monthly Recurring Charges: Monthly Recurring Charges are flat rates for Facilities that apply each month or fraction thereof that a specific rate element is provided.

8.16.3 Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

8.16.4 Non-Recurring Charges: Non-Recurring charges are one-time charges that apply for a specific work activity (i.e., installation of new Service or change to an existing Service).

(A) Installation of Service: Non-Recurring Charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

#### 8.16.5 Application of Rates

(A) Direct Connect: The Direct Connect rate is assessed based on the total of the monthly Entrance Facilities charge and the monthly usage charge. The monthly Facilities charge consists of a fixed rate based on the type of the Facilities, i.e., DS1 or DS3, and may include a per mile rate.

(B) Tandem Connect The Tandem Connect rate is assessed based on the monthly usage charges for End-Office switching and Tandem Switched Transport.

(C) 800 Number Translation Charge: The 800 Number Translation Charge applies for the translation of a specific 800 number to a ten-digit telephone number on a per query basis.

(D) Billing of Access Minutes: When recording originating calls over Feature Group D ("FGD") with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's Facilities. The measurement of originating call usage over FGD ends when the originating FGD entry Switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's Facilities, whichever is recognized first by the entry Switch.

(E) For terminating calls over FGD with multi-frequency address signaling, the measurement of Access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

(F) When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the Switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

(G) Trunk groups and with the receipt of an exit message by the Switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry Switch receives or sends a release message, whichever occurs first.

(H) For terminating calls over FGD with SS7 signaling, the measurement of Access minutes begins when the terminating recording Switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company Switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when the entry Switch receives or sends a release message, whichever occurs first.

## **8.17 Rates and Charges**

### **8.17.1 Carrier Common Line Access Service**

Originating (per access minute)	\$TO BE DETERMINED
Terminating (per access minute)	\$ TO BE DETERMINED

### **8.17.2 Switched Access Service**

#### **(A) Local Transport**

Originating (per access minute)	\$ TO BE DETERMINED
Terminating (per access minute)	\$ TO BE DETERMINED

#### **(B) Local Switching**

Originating (per access minute)	\$ TO BE DETERMINED
Terminating (per access minute)	\$ TO BE DETERMINED

### **8.17.3 Toll-Free 8XX Data Base Query**

Per Query	\$TO BE DETERMINED
-----------	--------------------

8.17.4 Non-routine Installation/Maintenance Charges: At the Customer's request, installation and/or maintenance may be performed outside the Company's regular Business Hours or in hazardous locations. In that case, the following rates apply:

Basic Time – per quarter hour: \$21.44  
Overtime – per quarter hour: \$28.01  
Premium Time – per quarter hour: \$34.59

#### 8.17.5 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Service in this Tariff. ICB rates will be offered to the Customer in writing.

## **SECTION 9 - PROMOTIONAL OFFERINGS**

### **9.1 Special Promotions**

9.1.1 The Carrier may from time to time engage in special promotional trial Service offerings of limited duration (not to exceed ninety days on a per Customer basis) designed to attract new Customers or to increase Customer awareness of a particular Tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's Tariff as an addendum to the Company's price lists.

### **9.2 Discounts**

9.2.1 The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the Tariff).

### **9.3 Current Promotions**

9.3.1 Promotion 1: Online IC Waiver: If the order is paperless and entered online, the customer receives a 50% discount on non-recurring installation fee.

Promotion 2: Free first month of monthly recurring charges if the customer selects plan A-D and pays installation/connection fee in advance before service starts. Cannot be combined with any other promotion.

**RESERVED FOR FUTURE USE**

---

## **SECTION 10 - DESCRIPTION OF RATES\***

### **10.1 Basic Local Service Rates**

#### **10.1.1 Monthly Recurring Charges**

Residential Service                      \$29.49 monthly

Metro Service                      \$35.00  
allows the customer to call anyone  
in the coverage area/LATA without  
incurring additional long distance charges;  
phone calls placed to a customer with  
Metro Service that is within the same LATA  
as the caller may be made without the caller  
incurring additional long distance charges

Local Plus                      \$25.00  
allows the customer to call anyone  
in the coverage area/LATA without incurring  
additional long distance charges

#### **10.1.2 Non-Recurring Charges**

Activation Fee	\$69.99 <sup>1</sup>
Transfer Fee	\$35.00 <sup>2</sup>
Feature Change	\$10.00
Delinquency Fee	\$5.00
Restoration Fee	\$25.00
Directory Assistance Call Completion	\$1.99/occurrence
Local Directory Assistance Move Service	\$1.99
Number Change	\$10.00
Service restoration	\$25.00
Trouble Location Charge	\$30.00
Primary Interexchange	\$15.00
Carrier Change Charge	

---

\* Rates do not include any Federal, State or Local sales taxes or fees.

<sup>1</sup> This installation fee may, upon customer request, be paid with a one-time charge of \$39.99 per month with the remainder invoiced over the next 12 monthly invoices at \$2.50 per month.

<sup>2</sup> This fee applies when transferring service from one address to another.

## 10.2 Optional Calling Features and Rate Packages

### 10.2.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local Exchange Business and Residence line Customers where Facilities and Services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

<b>Optional Features</b>	<b>Calling</b>	<b>Per Feature Activation</b>	
		<b>Residence</b>	<b>Business</b>
Three-Way Calling		\$0.75	\$0.75
Call Return		\$0.75	\$0.75
Repeat Dialing		\$0.75	\$0.75
Calling Number Delivery Blocking, Per Call		No Charge	No Charge

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

### 10.2.2 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multi-line Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

Caller ID	\$10.00/month
Call Waiting	\$5.00/month
Call Waiting ID	\$5.00/month
Call Forwarding	\$5.00/month
Call Return	\$5.00/month
Call Reject	\$5.00/month
Toll Block	\$5.00/month (Free for Lifeline Customers)
Speed Dialing	\$5.00/month
Auto Redial	\$5.00/month
Auto Recall	\$5.00/month
Voice Notes	\$5.00/month

### 10.2.3 Rate Packages

Monthly recurring charges for packages are as follows:

BRONZE Service	\$29.49 -- No Features
SILVER Service	\$36.49 – Includes Call Waiting & Caller ID
GOLD Service	\$46.49 – Includes 3 Way Calling, Speed Calling, Selective Call Forwarding, Priority Call, Caller ID, Call Waiting ID, Call Waiting, Call Return, Call Forwarding & Call Blocker

Non-recurring installation charge applies on all packages.

### **10.3 Long Distance**

InterLATA calls	\$0.099/minute
Unlimited long distance	\$25.00/month per line

