

Issued: October 15, 2002

FACILITIES FOR INTERSTATE ACCESS

CHECK SHEET

Supplement No. 1, Title Pages 1 and 2, Pages 1 to 20-1 inclusive of this tariff are all effective as of the dates shown. Original and revised pages are as named below, and contain all changes from the original tariff that are in effect on the date hereof.

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1-2	1st	2-52	1st	4-30	1st	4-86	2nd
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2-2	Original	2-54	Original	4-32	Original	4-87	2nd
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2-5	5th*	2-57	Original	4-35	1st	4-88	Original
2-6	4th*	2-58	Original	4-36	1st	4-89	1st
2-7	Original	2-59	1st	4-37	1st	4-90	Original
2-8	Original	2-60	Original	4-38	Original	4-91	1st
2-9	1st	2-61	Original	4-39	1st	4-92	Original
2-10	Original	2-62	Original	4-40	1st	4-93	Original
2-11	Original	2-63	Original	4-41	Original	4-94	Original
2-12	4th*	3-1	1st	4-42	1st	4-95	1st
2-13	4th*	3-2	Original	4-43	1st	4-96	1st
2-14	Original	3-3	Original	4-44	1st	4-97	1st
2-15	Original	3-4	Original	4-45	1st	4-98	Original
2-16	Original	3-5	1st	4-46	1st	4-99	1st
2-17	Original	3-6	Original	4-47	1st	4-100	1st
2-18	Original	3-7	Original	4-48	1st	4-101	1st
2-19	Original	3-8	Original	4-49	1st	4-102	Original
2-20	Original	3-9	Original	4-50	Original	4-103	Original
2-21	Original	3-10	Original	4-51	Original	4-104	Original
2-22	Original	3-11	Original	4-52	Original	4-105	1st
2-23	Original	3-12	Original	4-53	Original	4-106	2nd
2-24	Original	3-13	Original	4-54	1st	4-107	1st
2-25	Original	3-14	Original	4-55	Original	4-108	1st
		3-15	1st	4-56	Original	4-109	Original
		3-16	Original	4-57	Original	4-110	Original
		4-1	1st	4-58	Original	4-111	1st
		4-2	Original	4-59	1st	4-112	Original
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\*New or revised page

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Vice President-External Affairs  
115 South Second Avenue West  
Newton, Iowa

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FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.110 (b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any telephone plant used in providing FIA under this tariff, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change, or rearrangement materially affects the operating characteristics or technical parameters of the FIA, as originally ordered by the customer, the Telephone Company will notify the customer in writing prior to making such substitution, change or rearrangement. Notification will be given as follows:

- Should a major change occur, the Telephone Company shall notify the customer at least ninety days in advance. A major change is described as any change in telephone plant which will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).
- Should a minor change occur, the Telephone Company shall notify the customer at least thirty days in advance. A minor change is described as any change in telephone plant which will not affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).

2.1.8 Discontinuance and Refusal of FIA

- (A) Unless the provisions of 2.2.2(B) or 2.5.1 apply, if the customer fails to comply with the provisions of 2.1.6, 2.3.1, and 2.4.1(D), or if applicable, 2.5.3, and 2.5.4, including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice, by certified mail, from the Telephone Company to a person designated by the customer to correct such noncompliance, the Telephone Company may discontinue the provision of the FIA to the noncomplying customer. In case of such discontinuance, all applicable charges shall become due. (s)
- (B) If the customer repeatedly fails to comply with the provisions of this tariff in connection with the provision of a FIA or group of FIA, and fails to correct such course of action after notice as in (A), the Telephone Company may refuse applications for additional FIA to the noncomplying customer until the course of action is corrected. (s)

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FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Discontinuance and Refusal of FIA (Cont'd)

- (C) If the National Exchange Carrier Association, Inc., notifies the Telephone Company that the Customer has failed to comply with Section 8 of the National Exchange Carrier Association, Inc., Tariff FCC No. 5 (Lifeline Assistance and Universal Service Fund charges) including any Customer's failure to make payments on the date and times specified therein, the Telephone Company, may on thirty days' written notice to the Customer by Certified U.S. Mail, take any of these actions:
- refuse additional applications for service,
  - refuse to complete any pending orders for service,
  - discontinue the provision of service to the Customer.
- In the case of discontinuance, all applicable charges including termination charges, shall become due.

2.1.9 Preemption of FIA

In certain instances, i.e., when spare facilities and/or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgement, the Telephone Company deems it necessary to preempt, then the Telephone Company will ensure that:

- (A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.
- (B) The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions in Section 2.4.4(A).

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FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligation of the Customer (Cont'd)

2.3.12 (Reserved for Future Use)

2.3.13 Coordination With Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Charges and Deposits

(A) The Telephone Company may, in order to safeguard its interests, require a customer, which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of the FIA to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company.

A deposit may not exceed the actual or estimated rates and charges for the FIA for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills.

At such time as the provision of the FIA to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. After the customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the FIA to the customer.

In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple annual interest at the percentage rate specified in the Telephone Company General and/or Local Tariff.

(B) Where the provision of FIA requires facilities that meet any of the conditions specified in 10.1.1, Special Construction charges in Section 10 will apply.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Charges and Deposits (Cont'd)

(C) The Telephone Company shall bill FIA services on a current basis for (a) all charges incurred, (b) applicable taxes, and (c) credits due the customer.

- Switched Access (except for the Entrance Facility, Direct-Trunked Transport and Multiplexing elements), Ancillary and Miscellaneous services shall be billed in arrears.
- Special Access, Switched Access Entrance Facility, Direct-Trunked Transport and Multiplexing elements shall be billed in advance except for the charges and credits associated with the initial or final bills. The initial bill will also include charges for the actual period of service up to, but not including, the bill date. The unused portion of the FIA already billed will be credited on the final bill.

The customer will receive its bill in; 1) a paper format, 2) a paper format bill summary with a magnetic tape to provide the detailed information of the bill, 3) magnetic tape only, or 4) via electronic transmission. Such bills are due when rendered regardless of the media utilized. Adjustments for the quantities of FIA established or discontinued in any billing period beyond the minimum period in 2.4.2 will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

(D) All bills to the customer are due 31 days (payment date) after the bill date or (s)  
by the next bill date (i.e., same date in the following month as the bill date), (s)  
whichever is the shortest interval. In the event the customer does not remit (s)  
payment in immediately available funds by the payment date, the FIA may be (s)  
discontinued as specified in 2.1.8. (s)

(1) If the entire amount billed is not received by the Telephone Company in immediately available funds by the payment date, an additional charge (late payment charge) equal to 1/365th of the percentage rate for deposit interest as that in 2.4.1(A) of the unpaid balance will be applied for each day or portion thereof that an outstanding balance remains.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving (s)  
Day, Christmas Day, the second Tuesday in November and a day when (s)  
Washington's Birthday, Memorial Day or Columbus Day is legally observed),  
payment for such bills will be due from the customer as follows:

- If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.
- If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday.

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