



151 Southhall Lane, Ste 450  
Maitland, FL 32751  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
www.inteserra.com

December 30, 2019  
**Via Overnight Delivery**  
& E-Mail

Secretary  
Utah Public Service Commission  
Heber M. Wells Building  
160 East 300 South, Suite 400  
Salt Lake City, UT 84111

**RE: Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom d/b/a Excel Telecommunications d/b/a Startec  
Notice of Company Name Change to Add d/b/a**

Dear Sir or Madam:

Please accept this letter as notification that Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom d/b/a Excel Telecommunications d/b/a Startec ("Company") is adding the d/b/a Lingo under which it will market services in Utah effective January 1, 2020.

Provided as Exhibit A is a copy of the Business Name Registration/DBA Application issued by the Utah Secretary of State.

Provided as Exhibit B is the Company's Utah Price List No 5 (Local Telecommunications Services) and Utah Price List No. 6 (Telecommunications Access Services) which cancels and replaces in their entirety UT Price List No. 3 (Local Telecommunications Services) and UT Price List 4 (Telecommunications Access Services) currently on file for Matrix Telecom, LLC d/b/a Matrix Technologies d/b/a Trinsic Communications. No further changes have been made to the tariff with the exception of the Company's new trade name and to sequentially number the pages and correct section numbering as necessary. The Company respectfully requests an effective date of January 5, 2020 for this filing.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3006 or via email to croesel@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/Carey Roesel

Carey Roesel  
Consultant

cc: Alex Valencia (Via E-Mail) - Matrix  
Utah PSC (E-Mail)  
tms: UTx1901

Enclosures  
CR/ms

EXHIBIT A

BUSINESS NAME REGISTRATION



State of Utah  
 Department of Commerce  
 Division of Corporations & Commercial Code  
 Business Name Registration / DBA Application

This form cannot be hand written.

Date: 02/20/2019  
 Receipt Number: 7724936  
 Amount Paid: \$22.00

RECEIVED

FEB 20 2019



Utah Div of Corp. & Comm. Code

**WARNING:** The filing of this application and its approval by the Division does not authorize the use in the state of Utah of an assumed name in violation of the rights of another under federal, state, or common law (U.C.A. Section 42-2-5 Et seq.).  
 \*When approved the DBA is registered for 3 years.  
 \*If adding or removing an Applicant/Owner, which will affect its status as a General Partnership or Sole Proprietorship, you must submit a Registration Information Change Form.  
 \*If you want a new name (adding or changing the existing name), a new DBA filing is required.

Non-Refundable Processing Fee:  New Filing \$22.00  Applicant/Owner Transfer N/A

**Requested Business Name:** Lingo

**Business Purpose:** Provider of Telecommunication Services

**Business Address:** 433 E. Las Colinas Blvd., Suite 500, Irving, TX 75039  
 Address City State Zip

**Who/What is the name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent)?:**  
 Corporation Service Company

The address must be listed if you have a non-commercial registered agent. What is a commercial registered agent?  
**Address of the Registered Agent:** 15 West South Temple, Suite 1701  
 Utah Street Address Required, PO Boxes can be listed after the Street Address  
 City: Salt Lake City State UT Zip: 84101

**Applicant/Owner:**  
 List the individual or business entity that will own the DBA on the name line.  
 Name: Matrix Telecom, LLC  
 Entity Number (if a registered business): 1162285-0161  
 Address: 433 E. Las Colinas Blvd., Suite 500  
 City: Irving State: TX Zip: 75039  
 Under penalties of perjury, I declare that this DBA Application has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.  
 Signature: *[Signature]*

**Applicant/Owner:**  
 List the individual or business entity that will own the DBA on the name line.  
 If needed, you may use an attached sheet for additional applicants  
 Name: \_\_\_\_\_  
 Entity Number (if a registered business): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Under penalties of perjury, I declare that this DBA Application has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.  
 Signature: \_\_\_\_\_

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Optional Inclusion of Ownership Information: This information is not required.  
 Is this a female owned business?  Yes  No  
 Is this a minority owned business?  Yes  No If yes, please specify:

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

FEB 20 '19 AM 9:52

State of Utah  
 Department of Commerce  
 Division of Corporations and Commercial Code  
 I hereby certified that the foregoing has been filed  
 and approved on this 20 day of Feb 20 19  
 in this office of this Division and hereby issued  
 This Certificate thereof.

Examiner WMS Date 3-1-19



*[Signature]*  
 Jason Sterzer  
 Division Director

11182757-0151

EXHIBIT B  
REPLACEMENT TARIFFS

**Matrix Telecom, LLC d/b/a Matrix Business Technologies  
d/b/a Trinsic Communications d/b/a Lingo**  
400 E. Las Colinas Blvd., Suite 500  
Irving, Texas 75039  
Issued by: Charles Griffin

Utah Price List No. 5  
Original Title Page

Issued: December 31, 2019

Effective: January 5, 2020

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*This price list, Utah Price List No. 5 issued by Matrix Telecom, LLC d/b/a Matrix Business Technologies Trinsic Communications d/b/a Lingo replaces UT Price List No. 3 issued by Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications in its entirety.*

**Matrix Telecom, LLC d/b/a Matrix Business Technologies  
d/b/a Trinsic Communications d/b/a Lingo**  
400 E. Las Colinas Blvd., Suite 500  
Dallas, Texas 75039

### **LOCAL SERVICES PRICE LIST**

Regulations and Schedule of Local Exchange Service Rates  
Within the State of Utah

This Price List includes the rates, charges, terms and conditions of service for the provision of local exchange services by Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Lingo ("Matrix") between locations within the State of Utah. This Price List is available for public inspection during normal business hours at the principal offices located at 400 E. Las Colinas Blvd., Suite 500, Irving, Texas 75039.

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	
Title	Original	*	31	Original	*	61	Original	*
1	Original	*	32	Original	*	62	Original	*
2	Original	*	33	Original	*	63	Original	*
3	Original	*	34	Original	*	64	Original	*
4	Original	*	35	Original	*	65	Original	*
5	Original	*	36	Original	*	66	Original	*
6	Original	*	37	Original	*	67	Original	*
7	Original	*	38	Original	*	68	Original	*
8	Original	*	39	Original	*	69	Original	*
9	Original	*	40	Original	*	70	Original	*
10	Original	*	41	Original	*	71	Original	*
11	Original	*	42	Original	*	72	Original	*
12	Original	*	43	Original	*	73	Original	*
13	Original	*	44	Original	*	74	Original	*
14	Original	*	45	Original	*	75	Original	*
15	Original	*	46	Original	*	76	Original	*
16	Original	*	47	Original	*	77	Original	*
17	Original	*	48	Original	*	78	Original	*
18	Original	*	49	Original	*	79	Original	*
19	Original	*	50	Original	*	80	Original	*
20	Original	*	51	Original	*	81	Original	*
21	Original	*	52	Original	*	82	Original	*
22	Original	*	53	Original	*	83	Original	*
23	Original	*	54	Original	*	84	Original	*
24	Original	*	55	Original	*	85	Original	*
25	Original	*	56	Original	*	86	Original	*
26	Original	*	57	Original	*	87	Original	*
27	Original	*	58	Original	*	88	Original	*
28	Original	*	59	Original	*	89	Original	*
29	Original	*	60	Original	*	90	Original	*
29.1	Original	*						
30	Original	*						

\* - indicates those pages included with this filing

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**CHECK SHEET, (CONT'D.)**

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>
91	Original	*	121	Original	*		
92	Original	*	122	Original	*		
93	Original	*					
94	Original	*					
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113	Original	*					
114	Original	*					
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119	Original	*					
120	Original	*					

\* - Indicates pages included with this filing.



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**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF  
TECHNICAL TERMS USED IN THIS PRICE LIST**

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

- (C)** - To signify changed regulation.
- (D)** - To signify discontinued rate or regulation.
- (I)** - To signify increased rate.
- (M)** - To signify a move in the location of text.
- (N)** - To signify new rate or regulation.
- (R)** - To signify reduced rate.
- (S)** - To signify reissued matter.
- (T)** - To signify a change in text but no change in rate or regulation.

**Matrix Telecom, LLC d/b/a Matrix Business Technologies**  
**d/b/a Trinsic Communications d/b/a Lingo**  
400 E. Las Colinas Blvd., Suite 500  
Irving, Texas 75039  
Issued by: Charles Griffin

Utah Price List No. 5  
Original Page 5

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### **APPLICATION OF PRICE LIST**

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Lingo, hereinafter referred to as the Company, to Customers within the State of Utah. Matrix's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This Price List is on file with the Utah Public Service Commission. In addition, this Price List is available for review at the main office of Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Lingo at 400 E. Las Colinas Blvd., Suite 500, Irving, Texas 75039.

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### **PRICE LIST FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the price list. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- 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 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a price list filing is made with the Commission, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the pages contained in the price list, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The price list user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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## **SECTION 1 - DEFINITIONS**

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

**Account** - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange access line.

**Account Codes** - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Commission** - Utah Public Service Commission.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

**Company or Matrix** - Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Lingo, the issuer of this price list.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price list.

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### **SECTION 1 - DEFINITIONS, (CONT'D.)**

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**ICB** - Individual Case Basis.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Price list by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Price list, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Price list or by applicable law.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor Tariff(s).

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### **SECTION 1 - DEFINITIONS, (CONT'D.)**

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**PBX** - Private Branch Exchange

**PIN** - Personal Identification Number. See Authorization Code.

**Point of Presence ("POP")** - Point of Presence

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Service** - Any means of service offered herein or any combination thereof.

**Service Order** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Shared Inbound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

**Matrix Telecom, LLC d/b/a Matrix Business Technologies**  
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### **SECTION 1 - DEFINITIONS, (CONT'D.)**

**Station** - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** - The person, firm, partnership, corporation, or other entity who orders telecommunications service from Matrix. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED - provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this price list.

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## **SECTION 2 - REGULATIONS**

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

#### **2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission between points within the state of Utah.

The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

#### **2.1.2 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 price list 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.



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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.
- B.** Except as otherwise stated in this price list, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E.** Service may be terminated upon written notice to the Customer if:
  - 1.** the Customer is using the service in violation of this price list; or
  - 2.** the Customer is using the service in violation of the law.
- F.** This price list shall be interpreted and governed by the laws of the state of Utah regardless of its choice of laws provision.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.3 Terms and Conditions, (Cont'd.)**

- G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

#### **2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.4 Limitations on Liability, (Cont'd.)**

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- 1.** 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;
  - 2.** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3.** Any unlawful or unauthorized use of the Company's facilities and services;
  - 4.** 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;
  - 5.** Breach in the privacy or security of communications transmitted over the Company's facilities;

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.4 Limitations on Liability, (Cont'd.)**

##### **D. (Cont'd.)**

- 6.** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
- 7.** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8.** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9.** Any noncompletion of calls due to network busy conditions;
- 10.** Any calls not actually attempted to be completed during any period that service is unavailable;
- 11.** And 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.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.4 Limitations on Liability, (Cont'd.)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.
- H.** Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly price list rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly price list rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.4 Limitations on Liability, (Cont'd.)**

##### **I. With respect to Emergency Number 911 Service:**

- 1.** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. 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 or death of any person or persons, and for any loss, damage or destruction of any 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 service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- 2.** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- 3.** When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 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 emergency 911 service upon request of such governmental authority. By subscribing to service under this Price List, the Customer acknowledges and agrees with the release of information as described above.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.5 Notification of Service-Affecting Activities**

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

#### **2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** 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.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

- F.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- 1.** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2.** the reception of signals by Customer-provided equipment.



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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### **2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;
- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

#### **2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this Price List remains in the Company, its partners, agents, contractors or suppliers.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.2 Prohibited Uses**

- 2.2.1** 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.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers 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.
- 2.2.4** 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 price list will apply.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.3 Obligations of the Customer**

#### **2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with price list regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this price list;
- B.** damage 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.3 Obligations of the Customer, (Cont'd.)**

#### **2.3.1 General, (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.3 Obligations of the Customer, (Cont'd.)**

#### **2.3.2 Liability of the Customer**

- A.** 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.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., 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 Price List 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.
- C.** 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 Price List 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 Price List 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.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.4 Customer Equipment and Channels**

#### **2.4.1 General**

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 price list. 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 price list.

#### **2.4.2 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 Point of Connection.
  
- 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.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.4 Customer Equipment and Channels, (Cont'd.)**

#### **2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication 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 price lists of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list. 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.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.4 Customer Equipment and Channels, (Cont'd.)**

#### **2.4.4 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 2.4.2.A 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 the protective requirements for Customer-provided equipment are not being complied with, 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.



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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Payment Arrangements**

#### **2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

#### **2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Payment Arrangements, (Cont'd.)**

#### **2.5.2 Billing and Collection of Charges, (Cont'd.)**

- C.** 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 fraction of the month in which service was furnished will be calculated pro rata based on the actual number of days in the month.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F.** The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G.** No other charge, besides the late payment charge, whether described as a finance charge, service charge, discount, net or gross charge may be applied to an account for failure to pay an outstanding bill by the statement due date. This is not applicable to reconnection charges or return check charges.
- H.** If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Payment Arrangements, (Cont'd.)**

#### **2.5.2 Billing and Collection of Charges, (Cont'd.)**

##### **I. Invoice Billing Fee**

The Company will assess an Invoice Billing Fee of \$2.00 per month for Customers that elect to continue to receive paper invoices from the Company. This fee will be waived for Customers that elect to forgo the monthly paper invoice and instead choose to receive electronic invoices from the Company through the Electronic Bill Payment System.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Payment Arrangements, (Cont'd.)**

#### **2.5.3 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Utah Public Service Commission, Heber M. Wells Bldg., 160 East 300 South, Salt Lake City, UT 84111.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.
- D.** While a Customer is proceeding with an informal or formal review of a dispute, no termination of local access service shall be permitted, if amounts not disputed are paid when due, subject to the Company's right to terminate service pursuant to R746-240-6 (D), Termination Without Notice.

#### **2.5.4 Advance Payments**

To safeguard its interests, 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 nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Payment Arrangements, (Cont'd.)**

#### **2.5.5 Deposits**

- A.** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B.** The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C.** The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D.** The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay simple interest at the rate of 5% annually.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Payment Arrangements, (Cont'd.)**

#### **2.5.5 Deposits, (Cont'd.)**

- E.** The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- F.** Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- G.** Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Payment Arrangements, (Cont'd.)**

#### **2.5.6 Discontinuance of Service**

- A.** A Customer's telecommunications service may be disconnected if a bill has not been paid or a payment arrangement has not been entered into within twenty (20) days from the date of mailing of a bill. The Customer shall be notified in writing of the Company's intention to discontinue service and be allowed no less than seven (7) days from the mailing date to respond to the notice.
- B.** The Company shall postpone discontinuance of service of a residential customer for thirty (30) days from the date of a certificate of a licensed physician which states that discontinuance of service will aggravate an existing medical emergency for the customer, a member of his family or other permanent resident on the premises where service is rendered.
- C.** On the business day prior to actual discontinuance of local exchange service, the Company shall make a reasonable effort to contact the Customer to verbally apprise the Customer of proposed action and steps to take to avoid or delay discontinuance. The verbal notice shall include the same information as required in the written notice. Records of such contacts including dates and employee names will be kept by the Company.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Payment Arrangements, (Cont'd.)**

#### **2.5.6 Discontinuance of Service, (Cont'd.)**

- D.** Service may be disconnected after proper notice for any of the following reasons:
- 1.** Nonpayment of billed and delinquent charges, deposits deferred payments owed to the Company;
  - 2.** abusive use of the telephone services in a manner that interferes with the service of another person;
  - 3.** Intentional use of service in a manner which causes wrongful billing charges to another person.
  - 4.** Intentional use of service to transmit messages or to locate a person or to give or obtain information, without payment of appropriate message charges.
  - 5.** Use of service with fraudulent intent by impersonating someone else.
  - 6.** Use of service for unlawful purposes.
  - 7.** Tampering with or destroying company lines, equipment or other properties.
  - 8.** Subterfuge or deliberately furnishing false information when applying for and obtaining telephone services.
  - 9.** Abandonment of the service.



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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Payment Arrangements, (Cont'd.)**

#### **2.5.6 Discontinuance of Service, (Cont'd.)**

**E.** Service may be disconnected without notice for any of the following reasons:

- 1.** When a clear emergency or serious health or safety hazard exists, or when there is unauthorized use of or diversion of a Company service or tampering with lines, or other property owned by the Company.
- 2.** Where service is connected without authority by a person who has not made application for service or who has reconnected service following suspension or service for nonpayment.
- 3.** 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.
- 4.** In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- 5.** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- 6.** Without notice in the event of tampering with the equipment or services furnished by the Company.
- 7.** 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.** If a Customer breaches a condition or term of a deferred payment agreement, the Company may treat that breach as a delinquent account and shall terminate service without further notice.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Payment Arrangements, (Cont'd.)**

#### **2.5.7 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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.
- 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, a charge equal to the costs incurred by the Company, 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 commenced (all discounted to present value at six percent).
- C.** 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 by the Company, less net salvage, applies. In such cases, 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.
- D.** The special charges described in 2.5.7.A through 2.5.7.C will be calculated and applied on a case-by-case basis.

#### **2.5.8 Changes in Service Requested**

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.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

#### **2.6.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified below. 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 Price List.
- 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 is 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.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.6 Allowances for Interruptions in Service, (Cont'd.)**

#### **2.6.2 Limitations of Allowances**

- A.** No credit allowances will be provided for monthly recurring surcharges, taxes or fees including, but not limited, to the following:
  - 1.** E911 Service Surcharge
  - 2.** Utah Poison Control Center Tax
  - 3.** Utah TRS Surcharge
  - 4.** End User Common Line Surcharge
  - 5.** Primary Interexchange Carrier Charge
  - 6.** Local Number Portability Surcharge
- B.** Due to the negligence of or noncompliance with the provisions of this Price List by any person or entity other than the Company, including but not limited to the Customer;
- C.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- D.** Due to circumstances or causes beyond the reasonable control of the Company;
- E.** 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;
- F.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.6 Allowances for Interruptions in Service, (Cont'd.)**

#### **2.6.2 Limitations of Allowances, (Cont'd.)**

- G.** 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;
- H.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- I.** That was not reported to the Company within thirty (30) days of the date that service was affected.

#### **2.6.3 Use of Another Means 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.

#### **2.6.4 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.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.4 Application of Credits for Interruptions in Service, (Cont'd.)**

**D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	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.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.6 Allowances for Interruptions in Service, (Cont'd.)**

#### **2.6.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 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.

### **2.7 Use of Customer's Service by Others**

#### **2.7.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this price list. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

#### **2.8.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable Service Order Price list for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

### **2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3** pursuant to any financing, merger or reorganization of the Company.



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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.10 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this Price List.

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

- A.** 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.
- B.** 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.

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.

- C.** 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.
- D.** 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 Price List, 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.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.11 Notices and Communications**

- 2.11.1** 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2** 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.
- 2.11.3** Except as otherwise stated in this price list, all notices or other communications required to be given pursuant to this price list 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.
- 2.11.4** 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.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.12 Taxes, Fees and Surcharges**

**2.12.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this Price List. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

**2.12.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services. Fees or surcharges for such programs will be included in this section of the Price List.

#### **A. Utah Universal Service Fund Surcharge**

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

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.12 Taxes, Fees and Surcharges, (Cont'd.)**

#### **2.12.2 (Cont'd.)**

##### **B. E911 Service Surcharge**

All Customers will be assessed a per line surcharge to support local E911 Service Program. The E911 Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by Utah law, Commission rules or local jurisdiction requirements.

##### **C. Utah Poison Control Center Tax**

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

##### **D. Utah Telecommunications Relay Service Surcharge**

All Customers will be assessed a per line surcharge to support the Utah Telecommunications Relay Service ("UTRS") program. The UTRS Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by Utah law or Commission rules rounded up to the nearest whole cent, and may vary from time to time as required by Utah law or Commission rules.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.13 Miscellaneous Provisions**

#### **2.13.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

#### **2.13.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

### **2.14 Customer Responsibility**

#### **A. Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

### **2.15 Prorating**

All services have a minimum period of one month and are billed one-month in advance. Monthly Recurring Charges are payable in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

Services that are ordered prior to the beginning of a billing period will be prorated from the order date to the Customer's applicable billing period.

**Matrix Telecom, LLC d/b/a Matrix Business Technologies**  
**d/b/a Trinsic Communications d/b/a Lingo**  
400 E. Las Colinas Blvd., Suite 500  
Irving, Texas 75039  
Issued by: Charles Griffin

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### **SECTION 3 - SERVICE AREAS**

#### **3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) CenturyLink QC (f/k/a Qwest)

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## **SECTION 4 - BASIC SERVICES AND RATES**

### **4.1 Call Timing for Usage Sensitive Services**

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

- 4.1.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 4.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.3** 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.

**Matrix Telecom, LLC d/b/a Matrix Business Technologies**  
**d/b/a Trinsic Communications d/b/a Lingo**  
400 E. Las Colinas Blvd., Suite 500  
Irving, Texas 75039  
Issued by: Charles Griffin

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.2 Trinsic Referral Program**

Any existing Matrix Customer who refers a potential customer to the Matrix services listed below will receive a one-time credit should the referred customer subscribe to and remain a Matrix customer for at least 30 days. The referred customer must provide the name of the existing Matrix Customer who made the referral upon ordering the new Matrix service. The credit is applied only once to the Customer's next scheduled bill and expires with that bill. The credit does not apply separately for interstate or intrastate service and cannot be redeemed for cash.

Referral Credit	\$20.00
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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.3 Network Exchange Bundled Service**

#### **4.3.1 General**

Matrix offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include local service, long distance service (interstate and intrastate toll) and selected custom calling features. Voice Mail and Optional Internet access <sup>1</sup> may be available with some packages at an additional charge. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

#### **A. Primary Line**

The initial residential local exchange access line per account.

#### **B. Secondary Line**

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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<sup>1</sup> Voice mail and Internet access are not regulated by the Commission.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.3 Network Exchange Bundled Service, (Cont'd.)**

#### **4.3.1 General, (Cont'd.)**

Network Exchange Bundled Service may include the calling features listed below:

These features are offered subject to availability of suitable facilities. Certain features may not be available with all classes of services.

In the event Matrix adds custom calling features to its Network Exchange Bundled Services, such features will be available upon the tariff effective date (where technically feasible) to all new Customers. Existing Customers will be informed of the new features availability but must contact the Company to obtain the new features. Any Service Order Charges, which would normally apply, will be waived.

Call Forwarding - Fixed, Busy Line No Answer - This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding - Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding - Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Caller ID with Name - Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

Call Forwarding - Variable - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.3 Network Exchange Bundled Service, (Cont'd.)**

#### **4.3.1 General, (Cont'd.)**

Network Exchange Bundled Service may include the calling features listed below, (cont'd.):

**Call Trace** - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.

**Call Blocking** - Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion.

**Distinctive Ring** - Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

**VIP Alert** - Allows a customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ring tone.

Network Exchange Bundled Service may include the calling features listed below, (cont'd.):

**Privacy Service** - A feature which intercepts calls that are marked "private" and "out of area," or "unavailable" on Caller ID units. When unidentified callers dial the Subscribers number, they will receive an announcement informing them that the party they are calling does not accept calls from unidentified callers. They will receive a prompt to identify their name or state their intention and the service will then attempt to connect the call. Only if the caller responds will the call be connected.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.3 Network Exchange Bundled Service, (Cont'd.)**

#### **4.3.1 General, (Cont'd.)**

The Subscriber's Caller ID will display the platform number and the name of the service. If the Subscriber chooses not to take the call the caller will hear a message which states the Subscriber is unavailable.

Privacy Service is offered subject to availability of suitable facilities. This service will be provisioned on a line-by-line basis and Customers with more than one line would need to have the service activated on each line if they want the ability to intercept unknown and blocked calls to each line.

**Call Waiting with Caller ID with Name** - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the callers telephone number, will be substituted.

**Speed Calling** - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

**Three Way Calling** - Permits the Customer 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 Customer 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.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.2 Trinsic Standard Service \*\* (1)**

**Package Price for Standard Service**

Primary Line, per month	\$61.12
Secondary Line, per month	\$32.63
Service Connection Fee, one time charge per line #	
Primary Line	\$69.99
Secondary Line	\$55.00

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the myzline.com web site.

(1) This service was formerly known as Utah Home Edition - Standard Service.

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Matrix.

\*\* *This option grandfathered effective September 30, 2002 and is available to existing customers only.*

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.2 Trinsic Standard Service, (Cont'd.) \*\***

**A.** Trinsic Standard Service includes the following:

- 1.** A monthly allowance of 100 free minutes of interstate and intrastate toll calling. Toll calls are billed in sixty (60) second increments. Toll calls placed away from home are not included in the monthly toll call allowance for Trinsic Standard Service.

Toll calls placed via toll free access within the 100 minute allowance will be billed as noted below.

<b>Toll calls within 100 minute allowance</b>	<b>Per minute rate</b>
Direct Dial Access	\$0.00
<b>Toll calls above 200 minute allowance</b>	<b>Per minute rate</b>
Direct Dial Access	\$0.14

- 2.** Unlimited calling within the local calling area.
- 3.** Primary Line Custom Calling Features Package: Call Forwarding, Caller ID with Name, Call Waiting with Caller ID with Name, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: (Call Waiting, Caller ID, Three-Way Calling and Speed Calling) may be added for \$4.95 per month.

- 4.** [Reserved for Future Use]

- 5.** Distinctive Ring Calling Feature:

Monthly Recurring Charge Per Feature: \$3.00

*\*\*This option grandfathered effective September 30, 2002 and is available to existing customers only.*

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.3 Network Exchange Bundled Service, (Cont'd.)**

#### **4.3.3 Trinsic Unlimited Service (1)**

Package Price for Trinsic Unlimited

Primary Line, per month	\$70.82
Secondary Line, per month	\$44.96
Service Connection Fee, one time charge per line #	
Primary Line	\$69.99
Secondary Line	\$55.00

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the myzline.com web site.

This service is for use by Residential Customers for the purpose of individual-to-individual two-way residential voice applications. If the Customer uses Trinsic Unlimited Service for non-residential purposes, including but not limited to commercial facsimile, resale, telemarketing, dial-up internet connections, autodialing, three-way calling, voice chat line services, or home office use, the Company may, without notice, suspend, restrict, or cancel the Customer's service or may adjust Customer's service to another plan.

**A.** Trinsic Unlimited includes the following:

- 1.** Unlimited toll calling. Toll calls placed away from home are not included in the monthly toll call allowance for Trinsic Unlimited Service.
- 2.** Local line and unlimited local calling

(1) This service was formerly known as Z-LineHOME Unlimited Service.

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Matrix.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.3 Trinsic Unlimited Service, (Cont'd.)**

**A.** Trinsic Unlimited includes the following, (Cont'd.):

- 3.** Primary Line Custom Calling Features Package: Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Trace, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: Call Forwarding Variable, Call Trace, Call Waiting, Caller ID, Three-Way Calling and Speed Calling may be added for \$4.95 per month.

- 4.** [Reserved for Future Use]

**B. Calling Features**

The following Calling features are available at an additional monthly recurring charge:

**Distinctive Ring:** Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

Monthly Recurring Charge Per Feature: \$3.00



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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.4 TrinsicBusiness A La Carte Service\*\* (1)**

TrinsicBusiness A La Carte service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Matrix as the presubscribed carrier for local calling concurrent with enrollment for this service. TrinsicBusiness A La Carte provides Customers with the option of selecting Matrix for toll services.

**A. Local Exchange Service**

**1. Local Access Line**

Local Business Line Monthly Rate	\$36.13
Service Connection Fee, one-time charge per line <sup>1</sup> Per Line	\$49.99

<sup>1</sup> Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Matrix. The charge will apply if additional lines are transferred to Matrix after the initial order.

\*\* *This service grandfathered effective May 31, 2003 and is available to existing Customers only.*

(1) This service was formerly known as Z-LineBusiness A La Carte Service.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\* (1)**

**B. Toll Service**

**1. Long Distance Service**

Long distance service is billed in six (6) second increments.

Rate Per Minute: \$0.079

**2. Long Distance Calling Packs**

Customers may choose to purchase Long Distance Calling Packs which provide a set number of long distance calling minutes for a flat rate per month. Toll Free Service is not included in Long Distance Calling Packs. Minutes above the purchased Calling Pack are billed in six (6) second increments.

<b>LD Minutes</b>	<b>LD Minutes Pack</b>	
	<b>Monthly Rate</b>	<b>Intrastate Overage</b>
1,000 Long Distance Minutes Pack	\$59.00	\$0.069
5,000 Long Distance Minutes Pack	\$245.00	\$0.059

\*\* *This service grandfathered effective May 31, 2003 and is available to existing Customers only.*

(1) This service was formerly known as Z-LineBusiness A La Carte Service.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\* (1)**

**C. Toll Free Service**

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. TrinsicBusiness A La Carte Customers who migrate their long distance service to another carrier, but who retain Matrix as the local service provider will keep Matrix Toll Free Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.069
Monthly Recurring Charge Per toll free access line	\$3.00
Toll Free Service Installation	\$20.00
Vanity Toll Free Number Search	\$9.99

\*\* *This service grandfathered effective May 31, 2003 and is available to existing Customers only.*

(1) This service was formerly known as Z-LineBusiness A La Carte Service.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\* (1)**

**D. Business Network Rate Service**

Business Network Rate Service is available to Matrix business Customers for outbound calling from presubscribed lines. This service allows TrinsicBusiness A La Carte Customers presubscribed to Matrix for long distance service to call other Matrix Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Matrix business Customers or to Matrix residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate per minute: \$0.039

\*\* *This service grandfathered effective May 31, 2003 and is available to existing Customers only.*

(1) This service was formerly known as Z-LineBusiness A La Carte Service.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.3 Network Exchange Bundled Service, (Cont'd.)**

#### **4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\* (1)**

##### **E. Calling Features**

These features are offered subject to availability of suitable facilities. TrinsicBusiness A La Carte may include the calling features listed below:

Call Forwarding - Fixed - Call Forwarding- Fixed, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding-Fixed. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding-Fixed is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

Call Waiting - 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. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

\*\* *This service grandfathered effective May 31, 2003 and is available to existing Customers only.*

(1) This service was formerly known as Z-LineBusiness A La Carte Service.

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## SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)

### 4.3 Network Exchange Bundled Service, (Cont'd.)

#### 4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\* (1)

##### E. Calling Features, (Cont'd.)

Three Way Calling - Permits the Customer 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 Customer 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.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

Distinctive Ring: Distinctive Ringing is a feature that allows Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

##### F. Rates

- |   |        |
|---|--------|
| 1. Monthly Rates, per Feature:                          | \$3.00 |
| 2. Monthly Rate, Feature Pack,<br>(3 or more features): | \$9.00 |

\*\* *This service grandfathered effective May 31, 2003 and is available to existing Customers only.*

(1) This service was formerly known as Z-LineBusiness A La Carte Service.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.3 Network Exchange Bundled Service, (Cont'd.)**

#### **4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\* (1)**

##### **F. Guarantee Incentive Program**

If a Customer is not satisfied with the TrinsicBusiness A La Carte Service, for any reason, during the first ninety (90) days of service, Matrix will switch the Customer back to the Customer's previous local exchange provider at no charge. The Customer will not be required to pay any installation charges incurred when switching back to their previous local service provider. This offer only applies to installation charges on existing business lines migrated back to the local service provided subscribed to before switching to Matrix. This offer does not extend to any new service lines established with Matrix that are switched back to the previous provider. Customers requesting a switch to the previous provider must have a zero billed balance with Matrix. Customers will be required to complete and sign a form requesting this offer. This form may be obtained by calling Matrix's toll free customer service telephone number.

\*\* *This service grandfathered effective May 31, 2003 and is available to existing Customers only.*

(1) This service was formerly known as Z-LineBusiness A La Carte Service.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\* (1)**

**G. Remote Call Forwarding (RCF) Service**

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

**1. Usage Charges**

Minutes of use are decremented from the available minutes in the presubscribed service purchased by the Customer. Minutes used in excess of the allotted minutes will be billed at the rate in effect for the presubscribed service. (See Section 4.3.5 of this tariff).

**2. Monthly Recurring Charge**

Per line: \$25.00

\*\* *This service grandfathered effective May 31, 2003 and is available to existing Customers only.*

(1) This service was formerly known as Z-LineBusiness A La Carte Service.



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## SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)

### 4.3 Network Exchange Bundled Service, (Cont'd.)

#### 4.3.5 Trinsic Spectrum Unlimited Service (1)

Trinsic Spectrum Unlimited Service is targeted primarily at business customers as a bundled service offering. Customers receive unlimited local and long distance calling including calls completed through the Company's Personal Voice Assistant (PVA) for a flat monthly rate. The primary line also includes the following custom calling features: Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding, as well as one voice mail box<sup>1</sup>. Operator assisted calling, travel card calling and international calling are not included in the flat monthly rate for service. Trinsic Spectrum Unlimited Service is available on up to a maximum of twelve (12) lines per location. Matrix must be selected as both the local toll and interLATA toll carrier for all of your lines at a single location and on a single billing account. PBX, PBX-like equipment, auto-dialers, dial-up online service, broadcast fax transmissions and data usage traffic are prohibited under this plan. If usage exceeds the average usage per line of all customers on the plan in the Customer's state by five times over a three (3) month period, Customer may be moved to another plan. Customers may purchase additional lines, however custom calling features and voice mail are not available with the purchase of additional lines except through Feature Packages.

#### A. Outbound Service

Primary Line, per month	\$59.13
Additional Lines, per month:	\$49.13
New Service Connection Fee, one-time charge, per line #	
Per Primary Line:	\$49.99
Per Secondary Line:	\$49.99

#### B. Feature Packages

Custom Calling Feature Package for Additional Lines includes Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding.

Monthly Rate: \$4.95

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Matrix.

<sup>1</sup> Voice mail is not regulated by the Commission. Voice Mail on Additional Lines may be purchased separately for a monthly fee per mail box.

(1) This service was formerly known as Z-LineBUSINESS Simplicity Service.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.3 Network Exchange Bundled Service, (Cont'd.)**

#### **4.3.5 Trinsic Spectrum Unlimited Service, (Cont'd.) (1)**

##### **C. Toll Free Service**

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Trinsic Spectrum Unlimited Service Customers who migrate their long distance service to another carrier, but who retain Matrix as the local service provider will keep Trinsic Spectrum Toll Free Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.049
Monthly Recurring Charge, Per toll free access line:	\$3.00
Toll Free Service Installation: *	\$20.00
Vanity Toll Free Number Search:	\$9.99

##### **D. Travel Card Service**

Trinsic Spectrum Travel Card Service is available to Trinsic Spectrum Unlimited Service Customers for calls made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

Rate Per Minute:	\$0.049
------------------	---------

\* The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

(1) This service was formerly known as Z-LineBUSINESS Simplicity Service.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.3 Network Exchange Bundled Service, (Cont'd.)**

#### **4.3.6 ISP Service Plan**

ISP Service Plan is offered to Customers who subscribe to Trinsic Unlimited Service in conjunction with a participating Internet Service Provider (ISP). The participating ISP must have a previously established service participation agreement with the Company. As part of this service, the Customer may utilize local dial-up access numbers of a participating ISP for internet access for up to 3000 minutes per month and the dial-up internet connection restriction associated with Trinsic Unlimited will not apply to those 3000 minutes per month. All other Trinsic Unlimited Service rates and restrictions apply.

**Matrix Telecom, LLC d/b/a Matrix Business Technologies**  
**d/b/a Trinsic Communications d/b/a Lingo**  
400 E. Las Colinas Blvd., Suite 500  
Irving, Texas 75039  
Issued by: Charles Griffin

Utah Price List No. 5  
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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.4 [Reserved for Future Use]**

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.5 Trinsic Spectrum Plus Service\*\* (1)**

Trinsic Spectrum Plus Service is a local exchange service for small business Customers consisting of a local exchange line for a monthly recurring charge and unlimited calling. Calling features are available with the local exchange service for an additional monthly recurring charge per feature.

**4.5.1 Local Exchange Service**

**A. Local Business Line**

A local exchange line with unlimited local calling includes Hunting only if Customers request the Hunting calling feature when placing the order for service.

Monthly Rate:	\$25.64
Service Connection Fee, one-time charge per line <sup>1</sup>	\$49.99

Customers who sign a one (1) or two (2) year agreement will, based upon contract term and number of access lines, subscribed to Matrix in this state or nationwide, receive a percentage discount on Spectrum Plus local exchange service as noted below. The percentage discount does not apply to FCC line charges.

Lines	Term	
	1 Year	2 Year
200	5%	5%
1000	10%	15%
2000	15%	16%

**B. Calling Features**

The following Calling features are available at an additional monthly recurring charge: Call Forwarding; Call Forwarding-Busy; Call Forwarding-No Answer; Speed Calling; Caller ID; Call Waiting, Three-Way Calling, and Distinctive Ring, as described in Section 4.5.6.

Monthly Recurring Charge Per Feature:	\$3.00
Monthly Recurring Charge, Feature Pack (3 or more):	\$9.00

<sup>1</sup> Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Matrix. The charge will apply if additional lines are transferred to Matrix after the initial order.

\*\* This service is grandfathered and available to existing Customers only effective March 19, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.5 Trinsic Spectrum Plus Service, (Cont'd.)\*\* (1)**

**4.5.2 Trinsic Spectrum Plus Toll Service**

Trinsic Spectrum Plus Toll service is available only to Customers of Trinsic Spectrum Plus Local Exchange Service. Calls are billed in six (6) second increments.

Rate Per Minute: \$0.079

**4.5.3 Trinsic Spectrum Plus Toll Free Service**

Trinsic Spectrum Plus Toll Free Service is available to Customers for incoming calls. Service is available only to Customers of Trinsic Spectrum Plus Local Exchange Service. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute: \$0.045

Monthly Recurring Charge Per toll free access line: \$3.00

Toll Free Service Installation: \$20.00 \*

Vanity Toll Free Number Search: \$9.99

\* The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

\*\* This service is grandfathered and available to existing Customers only effective March 19, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.5 Trinsic Spectrum Plus Service, (Cont'd.)\*\* (1)**

**4.5.4 Travel Card Service**

Trinsic Spectrum Plus Travel Card Service is available to Trinsic Spectrum Plus Local Exchange Service Customers who also purchase Trinsic Spectrum Plus Toll Service. Calls may be made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

Rate Per Minute: \$0.045

**4.5.5 Business Network Service**

Business Network Service is an optional service available to Trinsic Spectrum Plus Customers for outbound calling from presubscribed lines. This service allows Trinsic Spectrum Plus Customers presubscribed to Matrix for long distance service to call other Matrix Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Matrix business Customers or to Matrix residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate Per Minute: \$0.039

\*\* This service is grandfathered and available to existing Customers only effective March 19, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.5 Trinsic Spectrum Plus Service, (Cont'd.)\*\* (1)**

#### **4.5.6 Calling Features**

Customers subscribing to Trinsic Spectrum Plus Service may also subscribe to the following Calling Features.

**Call Forwarding** - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

**Call Forwarding -Busy** - Permanently routes incoming calls to a predetermined telephone number when the called line is busy.

**Call Forwarding - No Answer** - Permanently routes incoming calls to a specified number, selected by the Customer, when the called line is unanswered.

**Speed Calling** - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

\*\* This service is grandfathered and available to existing Customers only effective March 19, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.



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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.5 Trinsic Spectrum Plus Service, (Cont'd.)\*\* (1)**

#### **4.5.6 Calling Features, (Cont'd.)**

**Caller ID** - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

**Call Waiting** - 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. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

**Three Way Calling** - Permits the Customer 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 Customer 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.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

\*\* This service is grandfathered and available to existing Customers only effective March 19, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.5 Trinsic Spectrum Plus Service, (Cont'd.)\*\* (1)**

**4.5.7 Remote Call Forwarding (RCF) Service**

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

**A. Usage Charges**

Minutes of use are decremented from the available minutes in the presubscribed service purchased by the Customer. Minutes used in excess of the allotted minutes will be billed at the rate in effect for the presubscribed service. (See Section 4.5 of this tariff).

**B. Monthly Recurring Charge**

Per line: \$15.00

\*\* This service is grandfathered and available to existing Customers only effective March 19, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.6 Stand Alone Local Exchange Service**

Stand Alone Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Stand Alone Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Stand Alone Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

#### **4.6.1 General**

Stand Alone Local Exchange Service includes the following:

Local exchange access line and unlimited local exchange calling.

#### **4.6.2 Rates**

Monthly Recurring Charge:	\$34.60
Service Connection Fee, one-time charge, per line	
Per Primary Line:	\$69.99
Per Secondary Line:	\$55.00

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#### **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

##### **4.7 Affinity Pricing Plan - Trinsic Discount Program**

The Matrix Affinity Pricing Plan - Trinsic Discount Program offers discounts on specific Matrix services to members of trade associations that represent business entities or individuals within an industry, professional or business classification; employees of business entities; members of organizations with affiliated franchisees, independent agents, independent distributors or business representatives; entities that are members of a buying group not organized only for the purpose of qualifying for the discounts provided herein; non-profit entities affiliated with non-profit chapters, agencies, administrative offices or organizations affiliated with charitable, religious, educational, scientific and literary organizations, or customers or members of commercial organizations or institutions, who have entered into an Affinity Marketing Agreement with the Company.

Customers will receive a 10% discount on the Monthly Recurring Charge for the following services: Trinsic Unlimited, Trinsic Select with PVA, Trinsic Basic with PVA. The discount will remain in place as long as the employee, individual or member remains and employee, individual or member of the affinity group. All other terms and conditions of the above-mentioned tariffed services apply.

\* This service was formerly known as Affinity Pricing Plan – Z-Line Discount Program.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.8 Trinsic Spectrum Local Plus PPS**

Trinsic Spectrum Local Plus PPS is a local exchange service for small business Customers consisting of a local exchange line with unlimited local calling for a monthly recurring charge. Calling features are offered as a Feature Pack or on an individual basis for an additional monthly recurring charge. Intrastate and interstate toll, toll-free and travel card services are available on a usage basis.

#### **4.8.1 Local Exchange Service**

##### **A. Local Business Line**

A local exchange line with unlimited local calling includes Hunting only if Customers request the Hunting calling feature when placing the order for service.

Monthly Rate: \$27.57

Service Connection Fee, one-time charge per line <sup>1</sup>  
Per Line: \$49.99

##### **B. Calling Features**

The following Calling features are available at an additional monthly recurring charge: Call Forwarding; Call Forwarding-Busy; Call Forwarding-No Answer; Speed Calling; Caller ID; Call Waiting, Three-Way Calling, and Distinctive Ring, as described in Section 4.8.2 of this tariff.

Monthly Recurring Charge Per Feature: \$3.00

Monthly Recurring Charge, Feature Pack (3 or more): \$9.00

<sup>1</sup> Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to Matrix. The charge will apply if additional lines are transferred to Matrix after the initial order.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.8 Trinsic Spectrum Local Plus PPS, (Cont'd.)**

#### **4.8.2 Calling Features**

Customers subscribing to Trinsic Spectrum Local Plus PPS may also subscribe to the following Calling Features.

**Call Forwarding** - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

**Call Forwarding Busy** - Permanently routes incoming calls to a predetermined telephone number when the called line is busy.

**Call Forwarding - No Answer** - Permanently routes incoming calls to a specified number, selected by the Customer, when the called line is unanswered.

**Speed Calling** - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

**Caller ID** - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

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## SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)

### 4.8 Trinsic Spectrum Local Plus PPS, (Cont'd.)

#### 4.8.2 Calling Features, (Cont'd.)

**Call Waiting** - 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. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

**Three Way Calling** - Permits the Customer 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 Customer 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.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

#### 4.8.3 Remote Call Forwarding (RCF) Service

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

Monthly Rate, per line:

\$15.00

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.9 Trinsic Complete Residential\*\***

#### **4.9.1 Trinsic Complete Plus**

##### **A. Description**

Trinsic Complete Plus is available to customers whose primary Local Exchange Service line is provided under any Trinsic Complete bundled offerings. Customers may subscribe to up to two additional lines under this offering.

Should a customer discontinue primary Local Exchange Service, the remaining Second Line will automatically convert to a primary line with all features and functionality of such, and at the rate formerly in effect for the primary line.

Trinsic Complete Plus includes the following:

1. Local Exchange Service with unlimited local calling;
2. Presubscription to Matrix's IntraLATA, intrastate and interstate long distance services.
3. Discounted international calling with International Option

##### **B. Rates and Charges**

Trinsic Complete Plus, per month	\$45.62*
Trinsic Complete Plus with International Option, per month	\$48.62*
Primary Service Connection Charge, per line	\$69.99
Secondary Service Connection Charge, per line	\$55.00

Direct dialed outbound interstate calls are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

International rates for all calls are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

\* Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per-use charges may be applicable in addition to this monthly recurring charge.

\*\* Effective December 1, 2006 this service is grandfathered and available to existing Customers only.



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## SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)

### 4.9 Trinsic Complete Residential (Cont'd)\*\*

#### 4.9.2 Trinsic Complete Nation

##### A. Description

Trinsic Complete Nation includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Caller ID with Name and Number, Call Waiting with Caller ID, Three-Way Calling, and Speed Dial 8;
3. Voice Mail<sup>1</sup>;
4. Unlimited direct dial outbound minutes for IntraLATA toll, intrastate and interstate long distance calling.
5. Unlimited direct dial outbound calls to Canada and discounted international calling with International Option.

##### B. Rates and Charges

Trinsic Complete Nation, per bundle, per month	\$80.62*
Trinsic Complete Nation with International Option, per bundle, per month	\$83.62*
Primary Service Connection Charge, per line	\$69.99
Secondary Service Connection Charge, per line	\$55.00

Unlimited direct dialed outbound intrastate and interstate calls, including calls to Canada for the International Option, as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

International rates for all calls are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

\* Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per-use charges may be applicable in addition to this monthly recurring charge.

<sup>1</sup> Voice mail is not regulated by the Commission.

\*\* Effective December 1, 2006 this service is grandfathered and available to existing Customers only.

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## SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)

### 4.9 Trinsic Complete Residential (Cont'd)\*\*

#### 4.9.3 Trinsic Complete Nation II

##### A. Description

Trinsic Complete Nation II includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Caller ID with Name and Number, Call Waiting with Caller ID, Three-Way Calling, and Speed Dial 8;
3. Voice Mail<sup>1</sup>;
4. Unlimited direct dial outbound minutes for IntraLATA toll, intrastate and interstate long distance calling.
5. Unlimited direct dial outbound calls to Canada and discounted international calling with International Option.

##### B. Rates and Charges

Trinsic Complete Nation II, per bundle, per month	\$75.62*
Trinsic Complete Nation II with International Option, per bundle, per month	\$78.62*
Primary Service Connection Charge, per line	\$69.99
Secondary Service Connection Charge, per line	\$55.00

Unlimited direct dialed outbound intrastate and interstate calls, including calls to Canada for the International Option, as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

International rates for all calls are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

\* Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per-use charges may be applicable in addition to this monthly recurring charge.

<sup>1</sup> Voice Mail is not regulated by the Commission.

\*\* Effective December 1, 2006 this service is grandfathered and available to existing Customers only.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.9 Trinsic Complete Residential (Cont'd)\*\***

**4.9.4 Trinsic Complete 250**

**A. Description**

Trinsic Complete 250 includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Caller ID with Name and Number, Call Waiting with Caller ID, Three-Way Calling and Speed Dial 8;
3. 250 direct dial outbound minutes for IntraLATA toll, intrastate and interstate long distance calling.
4. Discounted international calling with International Option.

**B. Rates and Charges**

Trinsic Complete 250, per bundle, per month	\$70.62*
Trinsic Complete 250 with International Option, per bundle, per month	\$73.62*
Primary Service Connection Charge, per line	\$69.99
Secondary Service Connection Charge, per line	\$55.00

Direct dialed outbound intrastate and interstate calls over 250 minutes and other long distance services are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

International rates for all calls are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

\* Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per-use charges may be applicable in addition to this monthly recurring charge.

\*\* Effective December 1, 2006 this service is grandfathered and available to existing Customers only.

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## SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)

### 4.9 Trinsic Complete Residential (Cont'd)\*\*

#### 4.9.5 Trinsic Complete 50

##### A. Description

Trinsic Complete 50 includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Caller ID with Name and Number, Call Waiting with Caller ID, Three-Way Calling, and Speed Dial 8;
3. 50 direct dial outbound minutes for IntraLATA toll, intrastate and interstate long distance calling.
4. Discounted international calling with International Option.

##### B. Rates and Charges

Trinsic Complete 50, per bundle, per month	\$60.62*
Trinsic Complete 50 with International Option, per bundle, per month	\$63.62*
Primary Service Connection Charge, per line	\$69.99
Secondary Service Connection Charge, per line	\$55.00

Direct dialed outbound intrastate and interstate calls over 50 minutes and other long distance services are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

International rates for all calls are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

\* Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per-use charges may be applicable in addition to this monthly recurring charge.

\*\* Effective December 1, 2006 this service is grandfathered and available to existing Customers only.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.10 Trinsic Complete for Business\*\***

Trinsic Complete for Business includes unlimited business Local Exchange Service access lines, the Company's long distance (IntraLATA, Intrastate and Interstate) service, Touch Tone Calling Service, and certain custom calling features. Voice mail is included in certain bundled services and is available for an additional charge with other services.

The optional calling features included in Trinsic Complete for Business are described in Section 5 of this tariff. Additional features as described in Section 5 of this tariff may be subscribed to separately.

Customers who are subscribed to two or more Trinsic Complete for Business Bundles will receive a 20% discount on their Monthly Recurring Charge (MRC) for their second and each additional bundle.

The Customer's phone line may not be classified as a "residential", "public" or "semi-public" line and may not be in housing associated with educational institutions. Service provided under Trinsic Complete for Business bundled services does not include usage from multi-party conference calls, pay for use services including calls to 900, 976, 555, 700 NPAs, calls to Directory Assistance, Travel Card service, Toll Free service or operator service, including busy line verification, emergency interrupt, person to person or station to station calling and intercept call completion. The Customer may not use this service for connection to the internet or other data service, mass broadcast of facsimile transmissions, Call Forwarding for toll use, or for any other use that does not involve a person-to-person conversation or voice message.

Matrix will prorate all charges and associated usage in the initial month and last month of service based on a 30-day month. Unlimited Local and Toll Usage applies per telephone line.

The following bundled services are for use by business Customers. If it is determined that usage is not consistent with business voice applications, the Customer's service may be assessed a \$100.00 monthly recurring data charge or Matrix may terminate the Customer's service.

\*\* Effective December 1, 2006 this service is grandfathered and available to existing Customers only.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.10 Trinsic Complete for Business (Cont'd)\*\***

**4.10.1 Trinsic Complete Local for Business**

**A. Description**

Trinsic Complete Local for Business includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Forwarding-Variable and Line Hunting;
3. Discounted Long Distance calling.
4. Discounted international calling with International Option.

**B. Rates and Charges**

Trinsic Complete Local for Business, per bundle, per month \$48.09\*

Trinsic Complete Local for Business International Option,  
per bundle, per month \$54.04\*

Direct dialed outbound interstate calls are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

International rates for all calls are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

\* Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per-use charges may be applicable in addition to this monthly recurring charge.

\*\* Effective December 1, 2006 this service is grandfathered and available to existing Customers only.

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**SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.10 Trinsic Complete for Business (Cont'd)\*\***

**4.10.2 Trinsic Complete Nation for Business**

**A. Description**

Trinsic Complete Nation for Business includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Forwarding-Variable and Line Hunting;
3. Unlimited direct dial outbound IntraLATA toll, intrastate and interstate long distance calling.
4. Discounted international calling with International Option

**B. Rates and Charges**

Trinsic Complete Nation for Business, per bundle,  
per month \$70.09\*

Trinsic Complete Nation for Business International Option,  
per bundle, per month \$76.04\*

Unlimited direct dialed outbound intrastate and interstate calls are as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

International rates for all calls are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

\* Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per-use charges may be applicable in addition to this monthly recurring charge.

\*\* Effective December 1, 2006 this service is grandfathered and available to existing Customers only.

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## **SECTION 4 - BASIC SERVICES AND RATES, (CONT'D.)**

### **4.10 Trinsic Complete for Business (Cont'd)\*\***

#### **4.10.3 Trinsic Complete Premium for Business**

##### **A. Description**

Trinsic Complete Premium for Business includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Forwarding-Variable, Line Hunting, Caller ID with Name and Number, Call Waiting with Caller ID, Three-Way Calling; and Speed Dial 8;
3. Unlimited IntraLATA toll, intrastate and interstate long distance calling.
4. Voice Mail<sup>1</sup>.
5. Discounted international calling with International Option.

##### **B. Rates and Charges**

Trinsic Complete Premium for Business, per bundle,  
per month \$86.59\*

Trinsic Complete Premium for Business International Option,  
per bundle, per month \$92.54\*

Unlimited direct dialed outbound intrastate and interstate calls are as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

International rates for all calls are charged as specified in the Company's Interstate & International Product & Services Guide located at [www.trinsic.com](http://www.trinsic.com).

\* Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per-use charges may be applicable in addition to this monthly recurring charge.

<sup>1</sup> Voice Mail is not regulated by the Commission.

\*\* Effective December 1, 2006 this service is grandfathered and available to existing Customers only.



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## SECTION 5 - MISCELLANEOUS SERVICES AND RATES

### 5.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

#### 5.1.1 Service Order Charges

**Primary Service Connection Charge** - applies to requests for initial connection or establishment of telephone service to the Company.

**Secondary Service Connection Charge** - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

**Transfer of Service Charge, Primary Line** - applies to the first line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

**Transfer of Service Charge, Secondary Line** - applies to the second, or third, etc., line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

**Technician Dispatch Charge** - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire.

**Service Order Charge** - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified non-recurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed.

**Toll Free Directory Listing** - This is a one-time charge, applicable to Business Customers, and is imposed when a Customer requests the toll free number to be listed.

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.1 Service Order and Change Charges, (Cont'd.)**

#### **5.1.1 Service Order Charges, (Cont'd.)**

**Missed Appointment Charge** - The Customer shall be responsible for the payment of a Missed Appointment Charge as set forth herein for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

**Set-Up Fee** – This fee is charged per Residential local exchange access line when a Customer moves existing service from their current local carrier to Matrix and retains their existing telephone number. This charge does not apply to new Customers who require new telephone numbers and installation of new service as such Customers are charged the Company's Service Connection Fee.

#### **5.1.2 Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

**Feature or Feature Pack Change Order** - applies when a customer requests a change, adding or removing a feature or feature pack.

**Toll Restriction Fee Order** - applies when a Customer requests a change, adding or removing Toll Restriction Service.

**Telephone Number Change Order** - applies to each telephone number change request/order.

**Long Distance Minutes Pack Change Order** - applies to residential Customers who request/order a change to add or delete an LD Minutes Pack.

**Listing Change Charge** - applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

**Change Charge** - applies when a residential Customer requests/orders a change in service from Trinsic Basic Service to Trinsic Standard Service or from Trinsic Standard Service to Trinsic Basic Service.

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.1 Service Order and Change Charges, (Cont'd.)**

#### **5.1.3 Record Change Charges**

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

#### **5.1.4 Miscellaneous Charges**

**Duplicate Invoice** - applies each time a Customer requests an additional copy of a current bill or invoice.

**Call Detail Report** - applies each time a Customer requests local call detail for a given month.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.1 Service Order and Change Charges, (Cont'd.)**

**5.1.5 Rates**

	<b>Residence</b>	<b>Business</b>
Service Order Charges		
Primary Service Connection Charge	*	*
Secondary Service Connection Charge	*	*
Transfer of Service Charge, Primary Line	\$89.99	\$49.99
Transfer of Service Charge, Secondary Line	\$75.00	\$49.99
Technician Dispatch Charge	\$69.99	\$200.00
Service Order Charge	N/A	\$9.99
Toll Free Directory Listing	N/A	\$10.00
Missed Appointment Charge	N/A	\$100.00
Set-up Fee	\$4.95	N/A
Change Order Service Charges		
Feature or Feature Pack Change Order	\$9.99	\$9.99
Toll Restriction Fee Order	\$9.99	\$9.99
Telephone Number Change Order	\$9.99	\$9.99
Long Distance Minutes Pack Change Order	\$9.99	\$9.99
Listing Change Charge	\$9.99	\$9.99
Change Charge	\$9.99	N/A
Record Change	No charge	No charge
Miscellaneous Charge		
Duplicate Invoice	\$5.00	\$5.00
Call Detail Report	\$5.00	\$5.00

\* Service Connection charges are listed with the rates for each specific service tariffed.

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.2 Restoration of Service**

When a Customer's local exchange service has been suspended because of non-payment of charges, a non-recurring Service Restoral Charge will apply to each line restored. In the event that Local Exchange Service is terminated following suspension the Line Connection Charge as described in 5.1 is applicable in lieu of the Service Restoral Charge to reestablish service. Premises Work charges may also be applicable.

	<b>Residence</b>	<b>Business</b>
Per line	\$35.00	\$49.99

### **5.3 Temporary Suspension/Restoration of Service**

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension. Customers requesting temporary suspension of their service will incur this charge at the time of the suspension. There will be no charge upon the subsequent restoral of service. In addition a, Premises Work Charges will also apply when a premises visit is required in connection with the suspension of service or equipment.

	<b>Residence</b>	<b>Business</b>
Nonrecurring charge, per line suspended	\$12.00	\$12.00
Recurring charge, per line suspended	50% of regular service rates	

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard price listed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

	<b>Residential</b>	<b>Business</b>
Rate Per Call	\$0.60	\$0.30

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.5 Optional Calling Features**

The features in this section are made available to Residential and Business Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

#### **5.5.1 Feature Descriptions**

**Return Call** - Allows a Customer to return the most recent incoming call and, after dialing a code, hear an announcement of the last telephone number that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned.

**Call Trace** - Allows a Customer to initiate an automatic trace of the last call received. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company. The Customer using Call Trace is required to contact the Company for further action. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

**Continuous Redial** - Permits the Customer to redial automatically the last number dialed.

**Three Way Calling** - Permits the Customer 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 Customer 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.

**Call Blocking** - Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion. This feature may not be available with all Matrix services.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.5 Optional Calling Features, (Cont'd.)**

**5.5.1 Feature Descriptions, (Cont'd.)**

**Caller Identification Blocking** - Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

**Per Call Blocking** - To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

**Per Line Blocking** - When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. After the first time, customers requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.

**VIP Alert** - Allows a customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ring tone. This feature may not be available with all Matrix services.

**5.5.2 Rates**

FEATURE	<b>Residential</b>		<b>Business</b>	
	<b>Per Use</b>	<b>Monthly Maximum</b>	<b>Per Use</b>	<b>Monthly Maximum</b>
Call Tracing - per activation	\$1.85	N/A	\$1.85	N/A
Continuous Redial, (*66) - per use	\$0.75	\$6.00	\$0.75	\$6.00
Last Call Return, (*69) - per use	\$0.75	\$6.00	\$0.75	\$6.00
Three-Way Calling - per use	\$0.75	\$6.00	\$0.75	\$6.00
Caller Identification Blocking, per call	No charge	n/a	No charge	n/a
Caller Identification Blocking, per line				
		<b>Residential Nonrecurring</b>		<b>Business Nonrecurring</b>
First Time request		No Charge *		n/a
Subsequent request		\$6.00		\$16.00
		<b>Per Month</b>		<b>Per Month</b>
Call Blocking		\$3.00		\$3.00
VIP Alert		\$3.00		\$3.00

\* on-recurring charge only applies to installations subsequent to initial line.



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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.6 Directory Assistance Services**

Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers..

#### **5.6.1 Basic Directory Assistance**

The rates specified following apply when Customers request Company assistance in determining telephone numbers within Utah.

A maximum of two (2) requested telephone numbers are allowed per call.

##### **A. Call Allowance**

There are no call allowances for Residence and Business single line customers.

##### **B. Exemptions**

- 1.** Charges for Directory Assistance are not applicable to calls from patients of hospital that have as their principal undertaking the medical and surgical care of the sick and disabled and which provide telephones in the majority of the patient rooms.
- 2.** A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.6 Directory Assistance Services, (Cont'd.)**

#### **5.6.2 Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is a service that provides Customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The requested number can be dialed automatically by the Operator Services System upon selection by the Customer of a mechanized prompt.

No alternative billing is provided by the Directory Assistance Operator, however, alternative billing of can be provided by dialing "0" and requesting such billing through the A0" Operator at the rates specified in Section 5.7 of this price list.

Service is available only where the facilities and service used by the Customer can support all billing requirements.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 5.6.1.

DACC charges are not applicable to handicapped Customers exempt from Directory Assistance charges, as specified in Section 5.6.1.B.2 of this price list.

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.6 Directory Assistance Services, (Cont'd.)**

#### **5.6.3 National Directory Assistance Service**

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two (2) requested telephone numbers are allowed per call.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in 5.7, apply as appropriate.

#### **5.7.4 PVA Directory Assistance**

PVA Directory Assistance is a directory service whereby Customers may request assistance in determining listing information on a nationwide basis through the Company's Personal Voice Assistance (PVA) enhanced services platform.

This service is only available to Customer of Matrix local and/or long distance services with PVA. Customers use a toll free number or access code to access the PVA platform and choose the directory assistance option. Up to two listings per call may be requested. The rate per call applies whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for PVA Directory Assistance.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.6 Directory Assistance Services, (Cont'd.)**

**5.6.5 Rates**

	<b>Residential</b>	<b>Business</b>
<b>A. Basic Directory Assistance, per query</b>		
Local Directory Assistance		
Direct dialed	\$1.25	\$0.95
Via Operator (no allowance)	\$4.35	\$4.35
<b>B. Directory Assistance Call Completion</b>		
Per completed call:	\$0.30	\$0.30
<b>C. National Directory Assistance</b>		
Direct dialed:	\$1.25	\$1.25
<b>D. PVA - Directory Assistance</b>	\$0.81	\$0.81

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.7 Local Operator Service**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

**Customer Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

**Operator Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

**Operator Station** - These charges apply in addition to usage charges for non Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

**Person-to-Person** - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

#### **5.7.1 Local and IntraLATA Usage Rates**

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer (Section 4.3).

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**d/b/a Trinsic Communications d/b/a Lingo**  
400 E. Las Colinas Blvd., Suite 500  
Irving, Texas 75039  
Issued by: Charles Griffin

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.7 Local Operator Service, (Cont'd.)**

**5.7.2 Local and IntraLATA Per Call Service Charges:**

Calling Card Mechanized Station-to-Station	\$0.80
Operator Partially Assisted	\$2.25
Operator Fully Assisted	\$3.40
Person-to-Person Operator Partially Assisted	\$4.90
Operator Fully Assisted	\$6.05

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.8 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply

#### **5.8.1 Rates**

	<b>Per request</b>
Busy Line Verification	\$2.25
Emergency Interruption	\$3.00

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.9 Directory Listing Service**

#### **5.9.1 General**

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

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing consists of the name of the customer, the address where the service is located and the telephone number and is usually confined to one line in the directory.

Business Service Listings may be of members of the partnership, officers of the corporation, agents, employees, patrons of resellers or sharers, or of a business house with which the customer represents or owns including a partnership or corporation under his control.

Residence Service Listings may be of members of the Customer's household.

Residence Dual Name Listings are comprised of a surname, two first names, address and telephone number. This listing may be provided for two persons who share the same surname and reside at the same address or for a person known by two first names.

#### **5.9.2 Listings**

##### **A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line.



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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.9 Directory Listing Service, (Cont'd.)**

#### **5.9.2 Listings, (Cont'd.)**

##### **B. Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the customer's service or , for business, Departments, Divisions, Trade names, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.9 Directory Listing Service, (Cont'd.)**

#### **5.9.2 Listings, (Cont'd.)**

##### **C. Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

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.

The Subscriber 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.

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.9 Directory Listing Service, (Cont'd.)**

#### **5.9.2 Listings, (Cont'd.)**

##### **D. Nonlisted Service**

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.

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

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

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 nonlisted service.

The subscriber 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.

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.9 Directory Listing Service, (Cont'd.)**

#### **5.9.2 Listings, (Cont'd.)**

##### **E. Foreign Listings**

Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

##### **F. Informational Listings**

Informational Listings consist of additional material (non-promotional in nature) that is included with a primary, additional or foreign directory listing and is necessary for the proper routing of calls. The additional listing consists of the name, a designation or title, if appropriate, address (unless omitted) and a telephone number. Any information in addition to this is considered an informational listing.

##### **G. Toll-Free Directory Listings**

Where available, a listing which references the Toll Free Number for a Business customer will be made available. A one-time charge per toll-free number applies to set up this listing.

##### **H. Straight Line Under Directory Listing**

A business listing where one or more listings are indented under an original listing of the same customer without repetition of the name.

##### **I. Caption and Subcaption Directory Listings**

Two or more business listings may be placed under a caption consisting of the name of the customer or of any of the parties which the customer is entitled to list together with a designation or title where the name is not indicative of the business or profession. One or more subcaptions may be furnished under a caption, each subcaption consisting of a directive heading which serves to identify two or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.9 Directory Listing Service, (Cont'd.)**

**5.9.3 Rates**

	<b>Monthly Recurring Charge</b>
<b>Business</b>	
Additional Listing	\$2.00
Non-Directory Listed Service	\$2.00
Non-Published Service	\$3.00
Foreign Listing	\$2.00
Informational Listing	\$2.00
Toll-Free Directory Listings, each	\$2.00
Straight Line Under Listings, each	\$15.00
Captions and Subcaptions Listings, each	\$2.00
<b>Residential</b>	
Additional Listing	\$3.00
Non-Directory Listed Service	\$2.00
Non-Published Service	\$3.00
Foreign Listing	\$2.00
Informational Listing	\$2.00
Toll-Free Directory Listings, each	N/A
Straight Line Under Listings, each	N/A
Captions and Subcaptions Listings, each	N/A

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 2.1.5 of this tariff.

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.10 Carrier Presubscription**

#### **5.10.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which 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.

**5.10.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.10 Carrier Presubscription, (Cont'd.)**

#### **5.10.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.10.5 below:

#### **5.10.4 Presubscription Procedures**

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 presubscription shall be provided free of charge.

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 presubscribed 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 presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 5.10.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.10 Carrier Presubscription, (Cont'd.)**

**5.10.5 Presubscription Charges**

**A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription 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. Nonrecurring Charges**

Per business or residence line, trunk, or port: \$5.00



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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.11 Intercept Referral Service**

#### **5.11.1 General**

Intercept Referral Services announce to the calling party the status of a called party's number and, when appropriate, refers the calling party to a number(s) where the called party can be reached for a specified time period. These services are provided either through a recorded announcement or by a special operator. Customers can choose between having their numbers referred or having a disconnect message provided to the calling party. Customers whose telephone services are permanently disconnected because of nonpayment are placed on Disconnect Announcement Service without a referral to another number.

Services described are provided to Customers when and where facilities and numbers are available.

**Basic Intercept Service** - Basic Intercept Service includes all intercept recordings that do not provide the new number information.

**New Number Referral Service** - New Number Referral Service includes all intercept recordings that provide the new number information.

**Split Referral Intercept Service** - Split Intercept Referral Service provides for calls to the disconnected number to be routed to the Operator who will challenge the incoming call and provide the new number information dependent on the callers response.

**Split Referral Service** - Routes a call which was placed to a disconnected, suspended or changed number(s) to a special operator who will state the called number's status and provide one or more referral numbers to the calling party. This service could also apply to a working number that has been printed or announced incorrectly through a media source. Service is available for periods ranging from a minimum of one (1) month to a maximum of fifteen (15) months.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.11 Intercept Referral Service, (Cont'd.)**

**5.11.2 Terms and Conditions**

- A.** Intercept services apply to temporary or permanently disconnected numbers, including vacation suspension service and telephone number changes.
- B.** Intercept services are offered for periods up to three months for residential customers and up to twelve (12) months for business customers.
- C.** Intercept services are subject to the availability of the disconnected number and the availability of company facilities.
- D.** The minimum billing period for Split Referral is three (3) months.
- E.** The Company will be held harmless from any claims which may arise out of the Company's provision of Intercept Service.

**5.11.3 Rates**

The following nonrecurring charges apply to Inter

	<b>Residence</b>	<b>Business</b>
Basic Referral Service	No Charge	No Charge
New Number Referral Service	No Charge	No Charge
Split Referral Service		
Three Months	\$30.00	\$90.00
Six Months	-	\$180.00
Nine Months	-	\$270.00
Twelve Months	-	\$365.00

**Matrix Telecom, LLC d/b/a Matrix Business Technologies**  
**d/b/a Trinsic Communications d/b/a Lingo**  
400 E. Las Colinas Blvd., Suite 500  
Irving, Texas 75039  
Issued by: Charles Griffin

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## **SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

### **5.12 Toll Restriction Service**

At the Customer's request, the Company will restrict an individual residence or business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. Provision of toll restriction does not alleviate customer responsibility for completed toll calls. Local directory assistance calls are allowed. Attempted violation of the restrictions are routed to an announcement. Toll Restriction will be provided at no charge to qualifying Telephone Assistance Programs

#### **5.12.1 Rates**

	<b>Residence</b>	<b>Business</b>
Nonrecurring charge, per line	\$0.00	\$27.50
Monthly recurring charge, per line	\$2.00	\$3.00

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**d/b/a Trinsic Communications d/b/a Lingo**  
400 E. Las Colinas Blvd., Suite 500  
Irving, Texas 75039  
Issued by: Charles Griffin

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.13 Blocking For 10XXX1+/10XXX011+**

This service prevents 10XXX1+ and 10XXX011+ calls from being completed and is offered subject to the availability of facilities. Provision of this service does not alleviate customer responsibility for completed toll calls.

**5.13.1 Rates**

	<b>Nonrecurring Charge</b>	<b>Monthly Rate</b>
Per line or trunk arranged	\$3.00	\$0.10

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**d/b/a Trinsic Communications d/b/a Lingo**  
400 E. Las Colinas Blvd., Suite 500  
Irving, Texas 75039  
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## **SECTION 6 - ACCESS SERVICES**

### **6.1 General**

Rates and regulations for the Company's Access Services may be found in the Company's Utah Price list No. 4.

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## **SECTION 7 - SPECIAL ARRANGEMENTS**

### **7.1 Contract Service Arrangements**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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## **SECTION 8 - PROMOTIONAL OFFERINGS**

### **8.1 Special Promotions**

The Company may, from time to time, offer services in this Price list at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Price list shall continue to apply unless specifically addressed in the promotional agreements. Notice of such promotional offerings will be filed with the Utah Public Service Commission.

### **8.2 \$20.00 Credit Promotion**

To incent potential customers to purchase any Home Edition Service, Trinsic will offer a one-time \$20 credit to Customers who presubscribe to any Home Edition Service. The \$20 credit will be applied to the Home Edition monthly recurring charge. No other call types, fees, surcharges or taxes or charges that appear on the same bill are eligible for the credit. This promotion will be offered across multiple sales channels, including but not limited to a coupon on the company's web site, through telemarketing, direct mail and joint marketing sales channels. The \$20 credit offer is available to new customers only and may not be combined with any other promotional offering except the Credit Card Billing Promotion. This promotion will be effective April 24, 2001 and continue through April 24, 2002.

### **8.3 Winback Promotion**

In order to win back previous Trinsic Home Edition Customers who have discontinued service, the Company will offer a credit on the Customer's bill if the Customer subscribes again to any Trinsic Home Edition Service. The credit will consist of paying any past balance due Trinsic from previous service up to \$25 or \$25 in the case of Customers without a past due balance. This promotion will be effective April 24, 2001 and continue through April 24, 2002.

### **8.4 Credit Card Billing Promotion**

Beginning on April 24, 2001 and continuing through April 24, 2002, Trinsic will offer new and existing Customers who subscribe to any Home Edition Service a one-time \$20 credit if the customer elects to pay their Trinsic bill via a participating major commercial credit card company. The Credit Card Billing Promotion is not available to any existing customer who currently receives a monthly credit from the Company for credit card bill payment. The Credit Card Billing Promotion will apply in addition to any other promotion currently offered by Trinsic.

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## **SECTION 8 - PROMOTIONAL OFFERINGS, (CONT'D.)**

### **8.5 Trinsic Complete \$10 Credit Promotion**

New or existing Trinsic residential customers may be eligible to receive a monthly credit of \$10.00. In order to be eligible to receive this promotion, a customer must: 1) subscribe to Trinsic Complete 250, Trinsic Complete 250 with International, Trinsic Complete Nation or Trinsic Complete Nation with International; 2) receive a mailing offering a discount on another Trinsic product and 3) mention the mailing when subscribing to this promotion. The customer will receive one \$10 credit each month on their invoice for as long as they remain a Trinsic Complete 250, Trinsic Complete 250 with International, Trinsic Complete Nation or Trinsic Complete Nation with International customer, or until such time as Trinsic may cancel the benefits of this promotion. A customer may subscribe to this promotion through November 18, 2003, unless it is changed or canceled by Trinsic.

### **8.6 Trinsic Complete Nation \$5.00 MRC Discount Market Test**

During the period of this market test, new or existing customers will be offered a \$5.00 discount on their Monthly Recurring Charge (MRC) when they subscribe to Trinsic Complete Nation or Trinsic Complete Nation with International during a Winback attempt or when they contact Trinsic in response to an advertisement. The \$5.00 discount will be applied to the customer's invoice as long as they remain a Trinsic Complete Nation or Trinsic Complete Nation with International customer. A customer may subscribe to this market test through August 31, 2003, unless it is changed or canceled by Trinsic.



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d/b/a Trinsic Communications d/b/a Lingo  
400 E. Las Colinas Blvd., Suite 500  
Irving, Texas 75039  
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*This price list, Utah Price List No. 6 issued by Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Lingo replaces UT Price List No. 4 issued by Matrix Telecom, Inc. d/b/a Matrix Business Technologies d/b/a d/b/a Trinsic Communications in its entirety.*

UTAH

TELECOMMUNICATIONS ACCESS SERVICES TARIFF

OF

Matrix Telecom, LLC d/b/a Matrix Business Technologies  
d/b/a Trinsic Communications d/b/a Lingo

This price list contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Lingo ("Matrix") within the State of Utah. This price list is on file with the Utah Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 400 E. Las Colinas Blvd., Suite 500, Irving, Texas 75039.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	52	Original	*
2	Original	*	27	Original	*	53	Original	*
3	Original	*	28	Original	*	54	Original	*
4	Original	*	29	Original	*	55	Original	*
5	Original	*	30	Original	*	56	Original	*
6	Original	*	31	Original	*	57	Original	*
7	Original	*	32	Original	*	58	Original	*
8	Original	*	33	Original	*	59	Original	*
9	Original	*	34	Original	*			
10	Original	*	35	Original	*			
11	Original	*	36	Original	*			
12	Original	*	37	Original	*			
13	Original	*	38	Original	*			
14	Original	*	39	Original	*			
15	Original	*	40	Original	*			
16	Original	*	41	Original	*			
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			
			51	Original	*			

\* - indicates those pages included with this filing

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## SYMBOLS

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

- D - Delete or discontinue.
- I - Change resulting in an increase to a customer's bill.
- M - Moved from another price list location.
- N - New.
- R - Change resulting in a reduction to a customer's bill.
- T - Change in text or regulation but no change in rate or charge.

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### PRICE LIST FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its price list approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a price list filing is made with the FCC, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the sheets contained in the price list, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The price list user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FCC.

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## SECTION 1 - DEFINITIONS

Certain terms used generally throughout this price list for the Access Services of this Company are defined below.

**Access Code:** A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

**Access Service:** Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

**Access Service Request (ASR):** The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

**Access Tandem:** An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

**Carrier or Common Carrier:** See Interexchange Carrier or Exchange Carrier.

**Co-Carrier:** Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

**Commission:** The Utah Public Service Commission.

**Common Channel Signaling (CCS):** A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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## SECTION 1 - DEFINITIONS, (CONT'D.)

**Company or Matrix:** Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Lingo, issuer of this price list.

**Constructive Order:** Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

**Customer:** The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's price list regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

**8XX Data Base Access Service:** The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

**End User:** Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

**Entrance Facility:** A trunk facility connecting the Customer's point of presence with the local switching center.

**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Firm Order Confirmation (FOC):** Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Inter-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.**

**Intra-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Company's end-user subscribers in the same MTA.**

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## SECTION 1 - DEFINITIONS, (CONT'D.)

**Interexchange Carrier (IXC) or Interexchange Common Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Line Information Data Base (LIDB):** The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

**Local Access:** The connection between a Customer's premises and a point of presence of the Exchange Carrier.

**Local Switching Center:** The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

**Local Traffic:** Traffic is "Local Traffic" under this price list is: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Matrix Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

**Meet Point:** A point of interconnection that is not an end office or tandem.

**Meet Point Billing:** The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective price list.

**Mobile Telephone Switching Office:** Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.



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## SECTION 1 - DEFINITIONS, (CONT'D.)

**Mutual Traffic Exchange:** A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

**Network Services:** The Company's telecommunications Access Services offered on the Company's Network.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook:** The active condition of Switched Access or a telephone exchange service line.

**Optional Expanded Area Service Traffic (OEAS):** Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariffed approved by the Commission.

**On-Hook:** The idle condition of switched access or a telephone exchange service line.

**Out of Band Signaling:** An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

**Point of Presence:** Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**Presubscription:** An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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## SECTION 1 - DEFINITIONS, (CONT'D.)

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Service Order:** The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this price list.

**Service(s):** The Company's telecommunications Access Services offered on the Company's Network.

**Signaling Point of Interface:** The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

**Signaling System 7 (SS7):** The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this price list.

**TDM:** Time Division Multiplexing – a method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

**Toll VoIP-PSTN Traffic -** The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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

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#### SECTION 1 - DEFINITIONS, (CONT'D.)

VoIP Provider Partner - any VoIP Provider that uses the Company's services to exchange traffic with the PSTN.

VoIP Service - Transmission of communication by aid of wire, cable, radio, or other like connection using Voice Over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP Services are those services that require the use of IP compatible customer premises equipment.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

Matrix's services offered pursuant to this Price list are furnished for Switched Access Service. Matrix may offer these services over its own or resold facilities.

Matrix installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Price list. Matrix may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Matrix network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

#### 2.1.2 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 price list 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 from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. 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.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. 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; any 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; 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.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Liability of the Company, (Cont'd.)

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

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

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Liability of the Company, (Cont'd.)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the 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 price list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this price list including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this price list.
- J. 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 the 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.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.



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

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Liability of the Company, (Cont'd.)

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.5 Notification of Service-Affecting Activities

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

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

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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.

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

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.6 Provisions of Equipment and Facilities, (Cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.8 Special Construction, (Cont'd.)

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

#### 2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents, contractors or suppliers.

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

### 2.2 Prohibited Uses

- 2.2.1 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.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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

### 2.3 Obligations of the Customer

#### 2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this price list;
- B. reimbursing the Company for damage 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;



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

### 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.1 The Customer shall be responsible for, (Cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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

### 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' 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 the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- 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, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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

### 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. **Originating Access:** Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- B. **Terminating Access:** For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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

### 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.3 Jurisdictional Reporting, (Cont'd.)

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

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

### 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.4 Identification and Rating of VoIP-PSTN Traffic

##### A. Scope

Toll VoIP-PSTN Traffic is the traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Toll VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Toll VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

##### B. Rating of VoIP-PSTN Traffic

The Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable interstate switched access Tariff FCC No. 1.

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

### 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

##### C. Calculation and Application of Percent-VoIP-PSTN-Usage Factor

The Company will determine the number of Toll VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

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

### 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

##### C. Calculation and Application of Percent-VoIP-PSTN-Usage Factor, (Cont'd.)

4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Toll VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The effective PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . The Company will bill 10% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

5. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.
6. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

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

### 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

##### D. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the Customer-specified PVU-A into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B, as specified in subsection C.5, above.

##### E. PVU Factor Updates

The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection C.1 or C.2, respectively, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

##### F. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors. The Customer shall retain the call detail, work papers, and/or other information used to develop the PVU factor for a minimum of one year. No prorating or back billing will be done based on updated PVU factors.



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

### 2.4 Customer Equipment and Channels

#### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

#### 2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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

### 2.4 Customer Equipment and Channels, (Cont'd.)

#### 2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access 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 which are applicable to such connections.

#### 2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, 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 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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

### 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

##### A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

#### 2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

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 billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. Matrix will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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

### 2.5 Payment Arrangements, (Cont'd.)

#### 2.5.2 Billing and Collection of Charges, (Cont'd.)

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at rate required by the Commission for customer deposits.

#### 2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. 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.
- D. 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.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

### 2.5 Payment Arrangements, (Cont'd.)

#### 2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, 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 price list, 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.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 1. 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 2.5.3.F.1.(a-e), if
    - (a) 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
    - (b) 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

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

- (c) 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 Section 2.5.3.A above; or
  - (d) 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
  - (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the price list charges for the service by:
    - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list, or
    - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
    - IV. Continuing to have Company End Users presubscribed to the Customer; or
    - V. Any other Fraudulent means or devices; or
2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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

### 2.5 Payment Arrangements, (Cont'd.)

#### 2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

##### F. (Cont'd)

3. Upon ten (10) days' 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 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price list 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.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

#### 2.5.4 Cancellation of Application for Service

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.

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

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

### 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to Matrix. A Service Outage ends when the affected circuit and/or associated Matrix equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which Matrix is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by Matrix from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.



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

### 2.6 Allowances for Interruptions in Service, (Cont'd.)

#### 2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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

### 2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

### 2.8 Notices and Communications

2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.

2.8.2 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.3 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.8.4 All notices or other communications required to be given pursuant to this price list shall 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 deposit 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.

2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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

### 2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

### 2.10 Prorating

All services have a minimum period of one month and are billed one-month in advance. Monthly Recurring Charges are payable in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

Services that are ordered prior to the beginning of a billing period will be prorated from the order date to the Customer's applicable billing period.

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## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

### 3.1 General

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

#### 3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

#### 3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.2 Miscellaneous Charges

Customer Requested Due Date Change <sup>1, 2</sup>	\$50, per order
Customer Requested Expedite <sup>2</sup>	\$250, per location, per order
Cancellation (after 3 business days from order placement) <sup>2</sup>	Full NRCs + \$250, per order
Design Change, DS0/DS1 <sup>2</sup>	\$150, per circuit
Design Change, DS3 and higher <sup>2</sup>	\$300, per circuit
Administrative Processing <sup>2</sup>	\$25, per order

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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## SECTION 4 - SWITCHED ACCESS SERVICE

### 4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

### 4.2 Provision and Description of Switched Access Service Arrangements

#### 4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

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#### SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D.)

#### 4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

##### 4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

##### 4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

##### 4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

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#### SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D.)

#### 4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

##### 4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + 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 8XX number to determine the Customer location to which the call is to be routed.

##### 4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

#### 4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.



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## SECTION 5 - SWITCHED ACCESS RATES

### 5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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## SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

### 5.2 Rate Categories

5.2.1 There are several rate categories which apply to Switched Access Service:

- Blended Carrier Switched Access Originating
- Blended Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

#### Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

#### Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

#### End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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## SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

### 5.2 Rate Categories, (Cont'd.)

#### 5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

#### 5.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

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## SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

### 5.3 Billing of Access Minutes

When recording originating calls over FG Access 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 FG Access ends when the originating FG Access 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.

For terminating calls over FG Access 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 FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access 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 FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access 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 terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.4 Rates and Charges

5.4.1 Blended Carrier Switched Access

Originating	\$0.0205300
Terminating	See Note*

5.4.2 Toll-Free 8XX Data Base Query

Per Query	\$0.0041
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5.4.3 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

\* Terminating switched access is assessed at interstate rates and rate structure pursuant to the Company's Federal Access Tariff No. 1, as amended from time to time.

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## SECTION 6 - LOCAL TRAFFIC EXCHANGE AND TERMINATION

### 6.1 General

This section establishes the methodology for the exchange and termination of local traffic for carriers that do not have an interconnection agreement with the Company.

### 6.2 Ordering Conditions

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

### 6.3 Local Traffic Compensation

Local traffic exchange will be conducted under a Bill and Keep arrangement. All local traffic will be exchanged under a Meet Point Billing Arrangement unless and until either the Commission or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit traffic, or wireless traffic.

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## SECTION 7 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

### 7.1 Contracts

The Company may provide any of the services offered under this price list, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this price list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

### 7.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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## SECTION 8 - MISCELLANEOUS SERVICES

### 8.1 Wireless Termination Service

This tariff applies to intraMTA traffic originated by a Commercial Mobile Radio Service (CMRS) provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the CMRS provider's and the Company's networks and where the CMRS provider is physically connected with and delivers traffic to a third party ILEC(s) which in turn delivers the traffic to the Company.

- 8.1.1 This service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC).
- 8.1.2 Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.
- 8.1.3 Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic). In those situations where a CMRS provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.
- 8.1.4 These Regulations and Rates are in addition to the Regulations, Rate and Charges in other Company tariffs.



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## SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

### 8.1 Wireless Termination Service, (Cont'd.)

- 8.1.5 This tariff applies except as otherwise provided in 1) an interconnection agreement between the CMRS provider and the Company approved by the Commission pursuant to the Act; or 2) a terminating traffic agreement between the CMRS provider and the Company approved by the Commission.
- 8.1.6 The Company shall issue a bill to the CMRS provider based on the best information available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office or tandem switch. If possible, the CMRS provider will provide to the Company billing records in standard industry formats regarding calls it originates that terminate on the Company's network. Records will be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. If a CMRS provider is unable to provide billing records of the calls that it originates to the Company, the Company may use usage reports and/or records generated by a third party ILEC whose network is used to transit the traffic as the basis for billing the CMRS provider. If the CMRS provider is unable to provide billing records, the CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA traffic. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate. Such reports shall be based on studies of actual traffic originated by the CMRS provider and terminated to the Company.

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## SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

### 8.1 Wireless Termination Service, (Cont'd.)

- 8.1.7 Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS providers and available to the Company upon request. Such studies shall be conducted no less frequently than once each quarter to ensure that the CMRS provider is using an accurate intraMTA/interMTA percentage. The CMRS provider shall pay the Company for all charges in accordance with the rates set forth in this tariff. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The CMRS provider shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The CMRS provider shall pay the Company the reasonable amount of the Company's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. The CMRS provider will be responsible for the accuracy and quality of its data as submitted to the Company. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider to give assurances of compliance with the provisions of this tariff. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.
- 8.1.8 If the CMRS provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Company, may on five (5) day's written notice by Certified U .S. Mail to the CMRS provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CMRS provider at any time thereafter, or may discontinue the provision of the services to the non-complying CMRS provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.

Matrix Telecom, LLC d/b/a Matrix Business Technologies  
d/b/a Trinsic Communications d/b/a Lingo  
400 E. Las Colinas Blvd., Suite 500  
Irving, TX 75039  
Issued by: Charles Griffin

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SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Wireless Termination Service, (Cont'd.)

8.1.9 Rates and Charges

Rates for termination of IntraMTA Traffic (per MOU):

\$0.0205300