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1. APPLICATION AND REFERENCE

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2 UNDERTAKING OF THE COMPANY

2.2.3 LIABILITY OF THE COMPANY (Cont'd)

- F. The Company shall not be liable to a customer or service user or any other person, firm, entity, for any failure to perform its obligations under this Price List due to any cause or causes beyond its reasonable control, which is not the direct result of the Company's gross negligence or willful misconduct.
- G. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
- H. Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to customer's, customer's end user's or customer's third-party provider(s)' acts, omissions (including the failure to purchase or implement features that enable the receipt and transmission of direct-dial "911" calls or multi-line telephone system notifications), or failures of connectivity that impede, prevent or otherwise make inoperable the ability of the customer or its end users to directly dial "911" or to receive or transmit multi-line telephone system notifications, as required by law, in the United States.
- I. Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to any acts or omissions by the customer, customer's end users or customer's third-party provider(s) that cause, give rise to or bring about the non-compliance of the service with any applicable law, including the failure to purchase or implement features that enable compliance with laws.**

(N)
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(N)

2.2.4 SPECIAL TAXES, FEES AND CHARGES

Any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its local exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company, or may require collection of such taxes, fees and charges by the Company.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.4 PAYMENT FOR SERVICE

2.4.1 CUSTOMER RESPONSIBILITY

A. The customer is responsible for payment of all charges for facilities and services furnished to the customer, including charges for services originated, terminated, or accepted, at such facilities.

B. Multi-Line Telephone Systems

1. Pursuant to 47 CFR §9.16(b)(1) and (2), multi-line telephone systems connected to the Company's network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to: (T)

- allow an end user to directly initiate a "911" call from any station equipped with dialing facilities, without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix, or post-fix for other calls, and
- provide MLTS notification to a central location at the facility where the system is installed or to another person or organization regardless of location, if the system is able to be configured to provide the notification without an improvement to the hardware or software of the system.

MLTS notification must (1) be initiated contemporaneously with the 911 call, provided that it is technically feasible to do so; (2) not delay the call to 911; and (3) be sent to a location where someone is likely to see or hear it.

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 2.2.3.H.

2. Pursuant to 47 C.F.R. § 9.16(b)(3), a person engaged in the business of installing MLTS may not install such a system in the United States unless it is configured such that it is capable of being programmed with and conveying the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, to the PSAP with 911 calls consistent with the requirements below. A person engaged in the business of managing or operating MLTS may not manage or operate such a system in the United States unless it is configured such that the dispatchable location of the caller, as defined in 47 C.F.R. §9.3, is conveyed to the PSAP with 911 calls consistent with the following requirements: (N)

- On-premise fixed telephones associated with a MLTS must provide dispatchable location by January 6, 2021; (M)

(M) Material moved to Original Sheet 18.2.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.4 PAYMENT FOR SERVICE

2.4.1 CUSTOMER RESPONSIBILITY

B. Multi-Line Telephone Systems (Cont'd)

(N)

2. Pursuant to 47 C.F.R. § 9.16(b)(3)...the following requirements: (Cont'd)

- No later than January 6, 2022, on-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update or on alternative location information as defined in 47 C.F.R. § 9.3;
- No later than January 6, 2022, off-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update, or enhanced location information which may be coordinate based and consisting of the best available location that can be obtained from any available technology or combination of technologies at reasonable cost.
- Additionally, providers of fixed telephony services shall provide automated dispatchable location with 911 calls beginning January 6, 2021 pursuant to 47 C.F.R. § 9.8. Providers of interconnected VoIP service must comply with the location requirements under 47 C.F.R. § 9.11(b)(iv) for non-fixed services as of January 6, 2022. Customers to DID Service capable of accessing 911 emergency services shall be responsible for providing automated dispatchable location information as defined in 47 C.F.R. § 9.3 and for maintaining the accuracy of that information for fixed services as of January 6, 2021 and for non-fixed services where technically feasible as of January 6, 2022.
- Customers, particularly private switch owners, private branch exchange owners, and customers of DID service, may need to purchase additional features or services to comply with the dispatchable location provisions of RAY BAUM's Act. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 2.2.3.I.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.4 PAYMENT FOR SERVICE

2.4.2 PAYMENT OF BILLS

A. Charges Due

Charges for local exchange service and facilities are billed in advance. Payment is due as required by statute or state administrative rules. All bills are payable by any means mutually acceptable to the customer and the Company. Failure to receive a bill does not exempt the customer from prompt payment of their account. The customer is held responsible for all charges for local exchange service and facilities furnished at the customer's request.

The Company shall utilize credit policies and reasonable and equitable methods in its debt collection practices as specified by state and federal government regulations.

(M)

(M)

(M) Material moved from 3rd Revised Sheet 18 of this section.