



October 6, 2015

**Via Overnight Delivery and E-Mail**

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

**RE: ACN Communication Services, Inc.  
Name Change Notification and Replacement Tariffs**

Secretary:

The original and five (5) copies of this notification, along with replacement tariffs, are submitted on behalf of ACN Communication Services, Inc. (“ACN” or “Company”) to notify the Commission of a change in the Company name. ACN received a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange Service within the State of Utah on July 8, 2003 in Docket No. 03-2405-01.

On July 24, 2015, ACN Communication Services, Inc., a Michigan corporation, underwent a statutory conversion to become ACN Communication Services, LLC, a Michigan limited liability company. The conversion of the Company to a limited liability company was merely a change in its corporate form accomplished through the filing of a Certificate of Conversion in Michigan and did not entail any merger or other transactions interrupting the existence of the Company. Enclosed are copies of evidence of the Company’s conversion to and registration as a limited liability company as filed with the Utah Department of Commerce, Division of Corporations & Commercial Code.

The change in corporate form will have no customer impact, as the name reflected in all customer communications (bills, notices, customer service, etc.) will remain “ACN Communication Services.” Therefore, customer notice was not required. However, a bill message notice is being provided to customers stating: “ACN Communication Services, Inc.’ has converted to a limited liability company and its name is now ‘ACN Communication Services, LLC’. This change will be processed by the appropriate authority(ies) in your state, but it will not affect your service or rates, including any of your rights or obligations.”

The enclosed replacement tariffs, Utah Price List No. 3 (Local) and Utah Price List No. 4 (Access), replace in their entirety the Company’s tariffs currently on file with the Commission. No changes have been made to the tariffs except to reflect the Company’s new name and to sequentially number the pages and correct section numbering as necessary.

October 6, 2015  
Secretary  
Utah Public Service Commission  
RE: ACN Communication Services, Inc.  
Name Change Notification and Replacement Tariffs  
Page 2

The Company respectfully requests the Commission to change the Company's name to ACN Communication Services, LLC in all Commission records and an effective date of October 8, 2015 for the enclosed tariffs.

*A copy of this cover letter and replacement price lists in Word have been filed via email to psc@utah.gov.*

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3031 or via email to sthomas@tminc.com. Thank you for your assistance in this matter.

Sincerely,

/s/ Sharon Thomas

Sharon Thomas  
Consultant to ACN Communication Services, LLC

cc: Legal Department - ACN Comm Serv  
Utah PSC (via E-Mail)  
file: ACN Comm Serv - Utah  
tms: UT11502

Enclosures  
ST/sp

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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*This price list, Utah Price List No. 3, issued by ACN Communication Services, LLC  
replaces in its entirety  
Utah Price List No. 1 issued by ACN Communication Services, Inc.*

**ACN Communication Services, LLC**  
1000 Progress Place  
Concord, North Carolina 28025

**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 ACN Communication Services, LLC ("ACN") between locations within the State of Utah. This Price List is available for public inspection during normal business hours at the principal offices of ACN Communication Services, LLC, located at 1000 Progress Place, Concord, North Carolina 28025.

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Issued: October 7, 2015

Effective: October 8, 2015

By:

Treasurer/CFO  
1000 Progress Place  
Concord, North Carolina 28025

LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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By:

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1000 Progress Place  
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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

CHECK SHEET

Pages of this Price List are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

SECTION	PAGE	REVISION		SECTION	PAGE	REVISION	
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2	11	Original	*	2	42	Original	*
2	12	Original	*	3	1	Original	*
2	13	Original	*	4	1	Original	*
2	14	Original	*	4	2	Original	*
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2	19	Original	*	4	7	Original	*

\* - indicates those pages included with this filing

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 LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST
 

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## CHECK SHEET (CONT'D.)

SECTION	PAGE	REVISION		SECTION	PAGE	REVISION	
4	8	Original	*	5	34	Original	*
4	9	Original	*	5	35	Original	*
5	1	Original	*	5	36	Original	*
5	2	Original	*	6	1	Original	*
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5	6	Original	*	6	5	Original	*
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5	18	Original	*	6	17	Original	*
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5	32	Original	*				
5	33	Original	*				

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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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.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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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 ACN Communication Services, LLC, hereinafter referred to as the Company, to Customers within the State of Utah. ACN'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 ACN Communication Services, LLC at 1000 Progress Place, Concord, North Carolina 28025.

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**LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

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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 4th Revised Page 14 cancels the 3rd 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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**LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

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**SECTION 1.0 - 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.

**ACN** - ACN Communication Services, LLC, issuer of this price list.

**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

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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**SECTION 1.0 - DEFINITIONS (CONT'D.)**

**Company** - ACN Communication Services, LLC, 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.

**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.

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**SECTION 1.0 - DEFINITIONS (CONT'D.)**

**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).

**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.

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**SECTION 1.0 - DEFINITIONS (CONT'D.)**

**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."

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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**SECTION 1.0 - 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 ACN. 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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**LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

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**SECTION 2.0 - 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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**LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

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**SECTION 2.0 - 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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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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**SECTION 2.0 - 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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**SECTION 2.0 - REGULATIONS (CONT'D.)**

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

**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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**LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

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**SECTION 2.0 - 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 2.0 - 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 2.0 - 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 2.0 - 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.

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**SECTION 2.0 - 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 (Cont'd.)**

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.

**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.

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**SECTION 2.0 - REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****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 2.0 - 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.

**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.

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**SECTION 2.0 - REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****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 2.0 - 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 2.0 - 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 2.0 - 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 2.0 - 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 2.0 - 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 2.0 - 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 2.0 - 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 2.4.2A. 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 2.0 - 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.

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**SECTION 2.0 - REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****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.
- C.** The Monthly Recurring Charges are billed in advance. Monthly Recurring Charges are accrued 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.
- 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.

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**SECTION 2.0 - REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.2 Billing and Collection of Charges (Cont'd.)**

- 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 \$5.50 or that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 2%, whichever is greater. If an attorney or collection agency is required to collect any amounts due, the Customer shall pay the Company's reasonable costs.
- 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 2.0 - 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.

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**SECTION 2.0 - REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****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 non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

**2.5.5 Deposits**

The Company does not collect Customer deposits.

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**SECTION 2.0 - 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 2.0 - 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 2.0 - 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 2.0 - 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.

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**SECTION 2.0 - REGULATIONS (CONT'D.)**

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

**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 2.0 - 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 2.0 - 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:
- (a) E911 Service Surcharge
  - (b) Utah Poison Control Center Tax
  - (c) Utah TRS Surcharge
  - (d) End User Common Line Surcharge
  - (e) Primary Interexchange Carrier Charge
  - (f) 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 2.0 - 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 2.0 - 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 2.0 - 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 2.0 - 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.

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**SECTION 2.0 - REGULATIONS (CONT'D.)**

**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 2.0 - 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 2.0 - 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 2.0 - 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 2.0 - REGULATIONS (CONT'D.)****2.12 Taxes, Fees and Surcharges****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.

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**SECTION 2.0 - REGULATIONS (CONT'D.)****2.12 Taxes, Fees and Surcharges****2.12.2 (continued)****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 2.0 - 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.

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**SECTION 3.0 - 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) Qwest Corporation d/b/a CenturyLink QC

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**SECTION 4.0 – SERVICE CHARGES AND SURCHARGES****4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

Primary Line Connection Charge<sup>1</sup>: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge<sup>1</sup>: Applies to installation of a second or additional access line.

Moves: Applies to Customer request for a move or change in the physical location of the access line.

Transfer of Service: Applies to request for a change in Customer name under which service is listed and billed.

Telephone Number Change: Applies to Customer request for a change of the Customer telephone number.

Service Order Changes/Adds: Applies to Customer requests for changes in service or additional to services. Does not apply to addition of features.

Add Feature Charge – Applies to Customer requests for the addition of calling features.

<sup>1</sup> The Primary and Secondary Line Connection Charges are waived for customers who retain their existing telephone number when switching service to ACN.

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**SECTION 4.0 – SERVICE CHARGES AND SURCHARGES****4.1 Service Order and Change Charges (Cont'd.)**

	<b>Residential</b>
Line Connection Charge	
Primary Line	\$16.00
Secondary Line	\$16.00
Moves, per line	\$16.00
Transfer of Service, per order	\$6.00
Telephone Number Change	\$6.00
Service Order Changes/Add	\$6.00
Add Feature Charge	\$5.00

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**SECTION 4.0 – SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.2 Temporary Suspension of Service**

Upon the request of the Customer and where equipment arrangements permit, service may be temporarily suspended for a period not to exceed nine months. Suspension of service and restoral 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. The monthly rate for service during the period of the temporary suspension is dependent upon the service plan to which the Customer is subscribed.

	<b>Residential</b>
<u>Nonrecurring Charge</u> , per line	
All Service Levels:	\$12.00
<u>Monthly Recurring Charge</u>	
ACN Advantage Home	\$15.00
ACN Advantage Plus	\$15.00
ACN Advantage Complete	\$17.50
ACN Advantage Unlimited	\$22.88
ACN Advantage Home-Standard and Value Options	\$15.00
ACN Advantage Plus-Standard and Value Options	\$15.00
Stand Alone Service	\$15.00
Data/Fax Line	\$12.03

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**SECTION 4.0 – SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.3 Restoral Charge**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<b>Residential</b>
Restoration after temporary denial, but prior to completion of order to discontinue service, per line	\$12.00

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**SECTION 4.0 – SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.4 Carrier Presubscription****4.4.1 General**

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

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**SECTION 4.0 – SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.4 Carrier Presubscription**

**4.4.2 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 Customers' 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 4.0 – SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.4 Carrier Presubscription, (Cont'd.)****4.4.3 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 4.4.5 below:

**4.4.4 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 anytime, subject to the charges specified in 4.4.5 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 4.0 – SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.4 Carrier Presubscription, (Cont'd.)****4.4.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 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

Initial Line, or Trunk or Port	\$5.00
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Additional Line, Trunk or Port	\$5.00
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**SECTION 4.0 – SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.5 Public Telephone Surcharge**

In order to recover Company 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 used to access Company provided services. This surcharge, which is in addition to standard tariffed 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 A#@ 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.

Rate Per Call:                      \$0.43

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES**

**5.1 General**

**5.1.1 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:

- 5.1.1** 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.
- 5.1.2** 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).
- 5.1.3** 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.
- 5.1.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.1.5** All times refer to local time.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services****5.2.1 General**

ACN offers several service packages targeted at Residential Customers that bundle local and long distance services. Residential Bundled Services may include several Calling Features (See Section 6.1 of this tariff for Calling Feature descriptions). These packages are targeted primarily at residential customers and differ based on Customer call volume, patterns and features desired. Voice Mail\* may be included with some packages or available at an additional charge.

Recurring charges 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.

Each local exchange access line for a specific service is billed at the same Monthly Recurring Charge. Customers may opt for a data or fax line at a reduced rate. Data/fax lines are only available to Customers of an ACN voice local exchange service and are purchased as an additional line to the voice local exchange service. Data/fax lines do not include a call allowance or calling features. In addition, toll free service is available as part of the Company's Bundled Services.

The local exchange access line is a voice-only line for use by residential customers. If it is determined that usage is not consistent with residential voice applications, the Customer's service may be assessed a \$50.00 monthly recurring data usage charge or be disconnected.

Any unlimited long distance calling plan is strictly for typical residential applications and is subject to the following restrictions: no more than ten lines per location may have such a plan; no unlimited plan shall be used in connection with auto-dialers, internet dialing, fax blasting, telemarketing, call centers, party lines, or similar activities. Incidental calling for dial-up internet access, data, and fax applications is permitted up to a maximum of 2,500 minutes within any 30-day period. Usage beyond this threshold is presumed to be inconsistent with typical residential voice applications and is strictly prohibited. If the Company determines that the usage is inconsistent with the usage restrictions described herein, the Company may take immediate action to enforce the restrictions, including, but not limited to service suspension, re-billing at the Company's standard long distance rates, and transition to a message-rate long distance service at the Company's standard rates.

Customers subscribing to the Company's Bundled Services must choose ACN as the local, intraLATA and interLATA primary carrier. Customers who later choose a carrier other than ACN for intraLATA or interLATA calling will remain on this service until the Company is notified that this service is no longer the service of choice for the Customer.

All local exchange access lines block 900/976 calling.

\* Voice Mail is not regulated by the Commission.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.2 ACN Advantage Home\*\***

ACN Advantage Home provides Customers with a local exchange voice line with a fixed number of local minutes (local call allowance) for a flat monthly recurring charge, selected calling features at no additional charge, and access to intrastate and interstate toll service. Calls above the local call allowance and intrastate and interstate toll calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. An optional data/fax line is available as an additional line and includes unlimited local calling.

**A. Service Features**

ACN Advantage Home includes the following features:

1. Local exchange voice line and 1000 minutes of local calling (call allowance)
2. Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID. Additional features are available on a monthly subscription basis.
3. Residential ACN Subscriber to Subscriber Calling at no charge.
4. Optional Data/Fax lines include local exchange line with unlimited local calling.

**B. Non-Recurring Charges**

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

\*\* *Effective October 28, 2005 this service is grandfathered and available to existing Customers only.*

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## SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)

## 5.2 Residential Bundled Services (Cont'd.)

## 5.2.2 ACN Advantage Home (Cont'd.)\*\*

## C. Monthly and Usage Rates

Monthly Recurring Charge	
ACN Advantage Home Access Line:	\$33.08
Data/Fax Line:	\$25.03
Local Calls above the Call Allowance:	\$0.0100 per minute
Intrastate Toll Calls	
IntraLATA:	\$0.050 per minute
InterLATA:	\$0.050 per minute
Toll Free Calls	
IntraLATA:	\$0.10 per minute
InterLATA:	\$0.10 per minute

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.3 ACN Advantage Plus\*\***

ACN Advantage Plus provides Customers with a local exchange voice line with unlimited local calling for a flat monthly recurring charge, selected calling features at no additional charge and 50 minutes of combined intrastate/interstate toll calling. Calls above the intrastate/interstate call allowance are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. An optional data/fax line is available as an additional line and includes unlimited local calling.

**A. Service Features**

ACN Advantage Plus includes the following features:

1. Local exchange voice line and unlimited local calling.
2. Custom Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forwarding, Priority Call
3. 50 minutes of direct dial outbound long distance calling (intrastate and interstate combined) per month. Toll free calling and calls made via Company Calling Card are not included in the call allowance.
4. Residential ACN Subscriber to Subscriber Calling at no charge.
5. Optional Data/Fax lines include local exchange line with unlimited local calling.

**B. Non-Recurring Charges**

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those Customers who retain their existing telephone number when switching their service to ACN.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.3 ACN Advantage Plus (Cont'd.)\*\*****C. Monthly and Usage Rates**

Monthly Recurring Charge	
ACN Advantage Plus Access Line:	\$36.99
Data/Fax Line:	\$25.03
Intrastate Toll Calls above Call Allowance	
IntraLATA:	\$0.050 per minute
InterLATA:	\$0.050 per minute
Toll Free Calls	
IntraLATA:	\$0.10 per minute
InterLATA:	\$0.10 per minute

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.4 ACN Advantage Complete\*\***

ACN Advantage Complete provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and 200 minutes of combined intrastate/interstate toll calling. Calls above the intrastate/interstate call allowance are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. An optional data/fax line is available as an additional line and includes unlimited local calling.

**A. Service Features**

ACN Advantage Complete includes the following features:

1. Local exchange voice line and unlimited local calling
2. Custom Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forward, Priority Call, Auto Redial, Automatic Call Back, Speed Calling 8, Anonymous Call Rejection.
3. 200 minutes of direct dial outbound long distance calling (intrastate and interstate combined). Toll free calling and calls made via Company Calling Card are not included in the call allowance.
4. Residential ACN Subscriber to Subscriber Calling at no charge.
5. Optional Data/Fax lines include local exchange line with unlimited local calling.

**B. Non-Recurring Charges**

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.4 ACN Advantage Complete (Cont'd.)\*\*****C. Monthly and Usage Rates**

## Monthly Recurring Charge

ACN Advantage Complete Access Line: \$42.99

Data/Fax Line: \$25.03

## Intrastate Toll Calls above the Call Allowance:

IntraLATA: \$0.050 per minute

InterLATA: \$0.050 per minute

## Toll Free Calls

IntraLATA: \$0.10 per minute

InterLATA: \$0.10 per minute

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.5 ACN Advantage Unlimited\*\***

ACN Advantage Unlimited service provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll\*calling. An optional data/fax line is available as an additional line, and includes unlimited local calling.

**A. Service Features**

ACN Advantage Unlimited includes the following features:

1. Local exchange voice line and unlimited local calling
2. Custom Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Forward, Auto Redial, Automatic Call Back, Call Waiting Caller ID, Priority Call, and Speed Calling 8.
3. Unlimited direct dial outbound toll\*calling at no charge. Toll free\*calling is not included.
4. Optional Data/Fax lines include local exchange line with unlimited local calling.

**B. Non-Recurring Charges**

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

*\*Indicates service not regulated by the Commission.*

*\*\* Effective November 19, 2009, this service is grandfathered and available to existing Customers only.*

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## SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)

## 5.2 Residential Bundled Services (Cont'd.)

## 5.2.5 ACN Advantage Unlimited\*\* (Cont'd.)

## C. Monthly and Usage Rates

Monthly Recurring Charge	
ACN Advantage Unlimited Access Line:	\$39.99
Data/Fax Line:	\$25.03
Intrastate Toll*Calls (Data/Fax Line)	
IntraLATA:	\$0.050 per minute
InterLATA:	\$0.050 per minute
Toll Free*Calls	
IntraLATA:	\$0.10 per minute
InterLATA:	\$0.10 per minute

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.6 ACN Advantage Home - Standard and Value Options\*\***

ACN Advantage Home - Standard and Value Options is a bundled local and toll\*service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two (2) intrastate and interstate toll service plans from which to choose.

**A. Service Features**

1. Voice lines include:
  - a. Local line and unlimited local calling
  - b. Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Anonymous Call Rejection. Additional features are available on a monthly subscription basis.
  - c. ACN Subscriber to ACN Subscriber Calling at no charge.
2. Voice Line Toll Program Options\*
  - a. ACN Advantage Home - Standard

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
  - b. ACN Advantage Home - Value

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
3. Data/Fax lines include:
  - a. Unlimited local calling

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.6 ACN Advantage Home - Standard and Value Options\*\* (Cont'd.)****B. Non-Recurring Charges**

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

**C. Monthly and Usage Rates**Local Service, per month

Local Exchange Access Line:	\$30.09
Data/Fax Line:	\$25.03

Toll Service\*

## Advantage Home - Standard

Monthly Recurring Charge:	\$2.99
IntraLATA, per minute:	\$0.1500
InterLATA, per minute:	\$0.1500

## Advantage Home - Value

Monthly Recurring Charge:	\$2.99
IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

## Data/Fax Line Toll Service

IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

## Toll Free

IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.7 ACN Advantage Plus - Standard and Value Options\*\***

ACN Advantage Plus - Standard and Value Options is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two intrastate and interstate toll service plans from which to choose.

**A. Service Features**

1. Voice lines include:
  - a. Local line and unlimited local calling
  - b. Custom Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forwarding, Priority Call, Auto Redial, Automatic Call Back (\*69), Speed Calling 8, Anonymous Call Rejection. Additional features are available on a monthly subscription basis.
  - c. ACN Subscriber to ACN Subscriber Calling at no charge.
2. Voice Line Toll Program Options\*:
  - a. ACN Advantage Home - Standard

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
  - b. ACN Advantage Home - Value

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
3. Data/Fax lines include:
  - a. Unlimited local calling

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.7 ACN Advantage Plus - Standard and Value Options\*\* (Cont'd.)****B. Non-Recurring Charges**

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

**C. Monthly and Usage Rates**Local Service, per month

Local Exchange Access Line:	\$31.99
Data/Fax Line:	\$25.03

Toll Service\*

## Advantage Home - Standard

Monthly Recurring Charge:	\$0.99
IntraLATA, per minute:	\$0.1500
InterLATA, per minute:	\$0.1500

## Advantage Home - Value

Monthly Recurring Charge:	\$4.99
IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

## Data/Fax Line Toll Service

IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

## Toll Free

IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.8 ACN Advantage Home - Standard and Value Options VI<sup>1</sup>**

ACN Advantage Home - Standard and Value Options VI is a bundled local and toll\* service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two (2) intrastate and interstate toll\* service plan options.

**A. Service Features**

1. Voice lines include:
  - a. Local line and unlimited local calling
  - b. Calling Features: Caller ID with Name, Call Waiting Caller ID and Anonymous Call Rejection. Additional features are available on a monthly subscription basis.
2. Voice Line Toll Program Options\*:
  - a. ACN Advantage Home - Standard

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
  - b. ACN Advantage Home - Value

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
3. Data/Fax lines include:
  - a. Unlimited local calling

\* Indicates services not regulated by the Commission

<sup>1</sup> Effective February 1, 2012, this service is grandfathered and available to existing Customers only.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.8 ACN Advantage Home - Standard and Value Options VI (Cont'd.)<sup>1</sup>****B. Non-Recurring Charges**

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

**C. Monthly and Usage Rates**Local Service, per month

Local Exchange Access Line:	\$30.09
Data/Fax Line:	\$25.03

Toll Service\*

Advantage Home - Standard	
Monthly Recurring Charge:	\$2.99
IntraLATA, per minute:	\$0.1500
InterLATA, per minute:	\$0.1500

Advantage Home - Value	
Monthly Recurring Charge:	\$2.99
IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

Data/Fax Line Toll Service	
IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

Toll Free	
IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

\* *Indicates services not regulated by the Commission*

<sup>1</sup> *Effective February 1, 2012, this service is grandfathered and available to existing Customers only.*

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.9 ACN Advantage Plus - Standard and Value Options VI<sup>1</sup>**

ACN Advantage Plus VI - Standard and Value Options is a bundled local and toll\* service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two intrastate and interstate toll\* service plan options.

**A. Service Features**

1. Voice lines include:
  - a. Local line and unlimited local calling
  - b. Custom Calling Features: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Anonymous Call Rejection, Call Forward, Priority Call, Auto Redial, Auto Call Back (\*69), Speed Calling 8 and Distinctive Ring. Additional features are available on a monthly subscription basis.
2. Voice Line Toll Program Options\*:
  - a. ACN Advantage Home - Standard

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
  - b. ACN Advantage Home - Value

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
3. Data/Fax lines include:
  - a. Unlimited local calling

\* Indicates services not regulated by the Commission

<sup>1</sup> Effective February 1, 2012, this service is grandfathered and available to existing Customers only.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.9 ACN Advantage Plus - Standard and Value Options VI (Cont'd.)<sup>1</sup>****B. Non-Recurring Charges**

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

**C. Monthly and Usage Rates**Local Service, per month

Local Exchange Access Line:	\$31.99
Data/Fax Line:	\$25.03

Toll Service\*

## Advantage Home - Standard

Monthly Recurring Charge:	\$0.99
IntraLATA, per minute:	\$0.1500
InterLATA, per minute:	\$0.1500

## Advantage Home - Value

Monthly Recurring Charge:	\$4.99
IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

## Data/Fax Line Toll Service

IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

## Toll Free

IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

\* *Indicates services not regulated by the Commission*

<sup>1</sup> *Effective February 1, 2012, this service is grandfathered and available to existing Customers only.*

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.10 ACN Advantage Unlimited VI<sup>2</sup>**

ACN Advantage Unlimited VI provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll\* calling. An optional data/fax line is available as an additional line, and includes unlimited local calling.

**A. Service Features**

ACN Advantage Unlimited VI includes the following features:

1. Local exchange voice line and unlimited local calling
2. Custom Calling Features: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Anonymous Call Rejection, Call Forward, Priority Call, Auto Redial, Auto Call Back (\*69), Speed Calling 8 and Distinctive Ring.
3. Unlimited direct dial outbound intraLATA, interLATA and interstate calling to the United States<sup>1</sup> and Canada. Toll free calling is not included.
4. Optional Data/Fax lines include local exchange line with unlimited local calling.

**B. Non-Recurring Charges**

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

\* Indicates services not regulated by the Commission

<sup>1</sup> United States includes Alaska, Hawaii, US Virgin Islands, Puerto Rico and Guam.

<sup>2</sup> Effective February 1, 2012, this service is grandfathered and available to existing Customers only.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.10 ACN Advantage Unlimited VI (Cont'd.)<sup>1</sup>****C. Monthly and Usage Rates**

Monthly Recurring Charge	
ACN Advantage Unlimited VI Access Line:	\$41.99
Data/Fax Line:	\$25.03
Intrastate Toll* Calls (Data/Fax Line)	
IntraLATA:	\$0.050 per minute
InterLATA:	\$0.050 per minute
Toll Free* Calls	
IntraLATA:	\$0.10 per minute
InterLATA:	\$0.10 per minute

\* Indicates services not regulated by the Commission

<sup>1</sup> Effective February 1, 2012, this service is grandfathered and available to existing Customers only.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.11 ACN Advantage Unlimited VII**

ACN Advantage Unlimited VII provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll calling\*. An optional data/fax line is available as an additional line and includes unlimited local calling.

**A. Service Features**

ACN Advantage Unlimited VII includes the following features:

1. Local exchange voice line and unlimited local calling
2. Custom Calling Features: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Anonymous Call Rejection, Call Forward, Priority Call, Auto Redial, Auto Call Back (\*69), Speed Calling 8 and Distinctive Ring. Additional features are available on a monthly subscription basis.
3. Unlimited direct dial outbound intrastate and interstate calling\* to the United States<sup>1</sup> and Canada. Toll free calling is not included.
4. Optional Data/Fax lines include local exchange line with unlimited local calling. Calling features are not included with Data/Fax lines. Toll Calling\* is billed on a per minute basis.

**B. Non-Recurring Charges**

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

*\* Indicates services not regulated by the Commission*

<sup>1</sup> United States includes Alaska, Hawaii, US Virgin Islands, Puerto Rico and Guam.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.11 ACN Advantage Unlimited VII (Cont'd.)****C. Monthly and Usage Rates**

## Monthly Recurring Charge

ACN Advantage Unlimited VII Local Exchange  
Line

Monthly Recurring Charge: \$39.49

Data/Fax Line: \$25.03

Data/Fax Line Toll Service\*  
Intrastate, per minute: \$0.05Toll Free Inbound Service\*  
Intrastate, per minute: \$0.10*\* Indicates services not regulated by the Commission*


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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.12 ACN Advantage Plus VII**

ACN Advantage Plus VII is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge and intrastate and interstate toll service\*. An optional data/fax line is available as an additional line, and includes unlimited local calling.

**A. Service Features****1. Voice lines include:**

- a. Local line and unlimited local calling
- b. Custom Calling Features: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Anonymous Call Rejection, Call Forward, Priority Call, Auto Redial, Auto Call Back (\*69), Speed Calling 8 and Distinctive Ring. Additional features are available on a monthly subscription basis.

**2. Voice Line Toll Program\***

Voice Line Toll Program provides for intrastate and interstate toll calling with usage billed on per minute basis.

**3. Data/Fax lines include:**

- a. Unlimited local calling
- b. Intrastate and interstate toll calling\* usage billed on per minute basis.

*\* Indicates services not regulated by the Commission*

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.2 Residential Bundled Services (Cont'd.)****5.2.12 ACN Advantage Plus VII (Cont'd.)****B. Non-Recurring Charges**

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

**C. Monthly and Usage Rates**Local Service, per month

Local Exchange Access Line:	\$33.08
Data/Fax Line:	\$25.03

Toll Service\*

Monthly Recurring Charge:	\$0.00
Intrastate, per minute:	\$0.05
Data/Fax Line Toll Service	
Intrastate, per minute:	\$0.05
Toll Free	
Intrastate, per minute:	\$0.10

*\* Indicates services not regulated by the Commission*

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.3 Residential Stand-Alone Local Exchange Service\*\***

Residential Stand-Alone Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Residential 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.

**5.3.1 Service Features**

Residential Stand-Alone Local Exchange Service includes the following:

- A. Local exchange voice line and 1000 minutes of local calling. Calls above of 1000 minute call allowance are billed on a per minute basis.
- B. Optional Data/Fax lines include local exchange line and unlimited local calling.

**5.3.2 Non-Recurring Charges**

Service connection charges may apply. See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

**5.3.3 Rates**

Monthly Recurring Charge	
Local Exchange Access Line:	\$18.99
Data/Fax Line:	\$25.30
Local Calls above the Call Allowance:	\$0.010 per minute

\*\* Effective March 17, 2006 this service is grandfathered and available to existing Customers only.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.4 Residential ACN Subscriber to Subscriber Calling**

Residential ACN Subscriber to Subscriber Calling allows Customers subscribed to selected ACN Residential Bundled Services to call other ACN Residential Bundled Service Customers without incurring per call usage charges or depleting the bundled minutes call allowance associated with a particular service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network. Subscriber to Subscriber Calling applies to both intrastate and interstate calling. There is no limit to the number of minutes included in this calling program.

Residential ACN Subscriber to Subscriber calling does not apply to data/fax lines presubscribed by the Customer to the Company. Toll free calling is not included.

This service is available where noted in the description of the specific service.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.5 ACN DigitalTalk Express Dedicated Basic Fax Line \*\***

ACN DigitalTalk Express Dedicated Basic is a business fax service that provides customers with unlimited local<sup>1</sup> and 300 minutes of long distance calls within US and Canada. This service is only available to customers also subscribed to ACN DigitalTalk Express<sup>2</sup> and is intended only for fax use.

**5.5.1 Service Features**

ACN DigitalTalk Express Dedicated Basic Fax Line includes the following features:

- Unlimited local calls.<sup>1</sup>
- 300 minutes of long distance calls within the United States and Canada.

**5.5.2 Rates and Charges**

Non-Recurring Charge:	\$0.00
Monthly Recurring Charge:	\$30.00
Long Distance Usage (U.S. and Canada), above 300 minutes, per minute:	\$0.05

<sup>1</sup> Any business local calling plan is strictly for typical business applications and is subject to the following restrictions: no unlimited local plan shall be used in connection with auto-dialers, fax blasting, or similar activities. If the Company determines that the usage is inconsistent with the usage restrictions described herein, the Company may take immediate action to enforce the restrictions, including, but not limited to service suspension.

<sup>2</sup> ACN Digital Talk Express is an unregulated VoIP service.

\*\* *Effective July 11, 2013, this service is grandfathered and available to existing Customers at existing locations for existing lines only.*

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.6 ACN Business Advantage Unlimited**

ACN Business Advantage Unlimited is a bundled local and toll service that provides commercial Customers with unlimited local calling, specified calling features and unlimited direct dialed domestic/Canada long distance service for a flat monthly rate. The Customer may also purchase data/fax lines for a separate monthly rate and/or Toll Free long distance service.

**5.6.1 Terms and Conditions****A. Restrictions and Limitations**

1. ACN Business Advantage Unlimited is available where offered and only to customers with an existing local exchange service access line provided by another local carrier. Customers must sign a service contract subject to ACN's approval. Certain calling features may not be available in all areas. The service may be used only for commercial voice calling. If it is determined that local usage is not consistent with commercial voice applications, the Customer's service may be disconnected after proper notice to the Customer.
2. Unlimited long distance calling included in this plan is strictly for typical commercial voice applications and is subject to the following restrictions: the unlimited plan shall not be used in connection with auto-dialers, internet dialing, fax blasting, telemarketing, call centers, party lines, or similar activities. Incidental calling for dial-up internet access, data, and fax applications is permitted up to a maximum of 1,000 minutes within any 30-day period. Usage beyond this threshold is presumed to be inconsistent with typical commercial voice applications and is strictly prohibited. If the Company determines that the usage is inconsistent with the usage restrictions described herein, the Company may take immediate action to enforce the restrictions, including, but not limited to service suspension, re-billing at the Company's standard long distance rates, and transition to a usage-rated long distance plan

**B. Service Term and Termination Liability**

1. Service is offered only on a contract basis with a minimum term of three (3) years.
2. An Early Termination Fee (ETF) of \$300, decremented by \$8.33 per month, will be applied if the Customer terminates the service prior to the end of the contract term.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)**

**5.6 ACN Business Advantage Unlimited (Cont'd.)**

**5.6.2 Service Features**

- A.** Local line and unlimited local calling, subject to limitations noted in Section 5.6.1.
- B.** Subject to availability, the following calling features are included in the service: Caller ID, Call Transfer, 900 Blocking, 976 Blocking, Call Forwarding, Last Call Return, and 3-Way Calling.
- C.** Subject to availability, the following calling features may be added to the service at no additional charge upon request by the customer at the time of service initiation: Call Waiting, Call Waiting ID, Selective Call Waiting, Distinctive Ringing and Hunting.
- D.** Subject to availability, Remote Access Call Forwarding is available on a monthly subscription basis.
- E.** Unlimited direct dialed domestic long distance calling and calling to Canada, subject to limitations noted in Section 5.6.1.
- F.** Data/fax line(s) are available, subject to one line per account and limitations noted in Section 5.6.1.
- G.** Toll Free service is available to customers who subscribe to ACN Business Advantage Unlimited service, subject to limitations.

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## SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)

## 5.6 ACN Business Advantage Unlimited (Cont'd.)

## 5.6.3 Rates and Charges

## A. Non-Recurring Charges

Service connection and/or change charges may apply.

Add feature Charge	\$5.00
Inside Wire Service Charge	\$55.00/hour
Line Connection Charge, Weekdays	\$50.00
Line Connection Charge, Weekends Holidays	\$75.00
Move Charge, Weekdays	\$50.00
Move Charge Weekends, Holidays	\$75.00
Restoral of Suspended Service Charge	\$12.00
Service Call Charge	\$70.00
New Installs per Acct	\$50.00

## B. Monthly Recurring and Usage Charges

Local Service,

Local Exchange Access Line, per month	\$39.99
Data/Fax Line, per month	\$30.00

Long Distance Service

Intrastate calling, per minute	\$0.00
Data/Fax Line Long Distance	
Intrastate calling, per minute	\$0.05
Toll Free Long Distance	
Toll Free Number, per number, per month	\$5.00
Intrastate calling, per minute	\$0.05

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## SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)

## 5.6 ACN Business Advantage Unlimited (Cont'd.)

## 5.6.3 Rates and Charges (Cont'd.)

## B. Monthly Recurring and Usage Charges (Cont'd.)

<u>Operator Services, per call</u>	
Operator Assistance	\$3.49
Collect	\$1.75
Busy Line Interrupt	\$4.50
Directory Assistance	
Local Directory Assistance	\$1.75
National Directory Assistance	\$1.25
<u>Directory Listing Services</u>	
Non-listed number, per month	\$2.99
Non-published number, per month	\$3.99
Additional listings – local or foreign, per month	\$6.00
Toll Free Directory Listing, per month	\$25.00
<u>Calling Features</u>	
Repeat Dialing, per use	\$0.75
Call Trace, per use	\$3.49
Remote Access Call Forwarding, per month	\$9.95

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.7 ACN Business Advantage Plus**

ACN Business Advantage Plus is a bundled local and toll service that provides commercial Customers with unlimited local calling, specified calling features for a flat monthly rate and direct dialed long distance service billed on a usage basis. The Customer may also purchase data/fax lines for as separate monthly rate for a separate monthly rate and/or Toll Free long distance service.

**5.7.1 Terms and Conditions****A. Restrictions and Limitations**

ACN Business Advantage Plus is available where offered and only to customers with an existing local exchange service access line provided by another local carrier. Customers must sign a service contract subject to ACN's approval. Certain calling features may not be available in all areas. The service may be used only for commercial voice calling. If it is determined that local usage is not consistent with commercial voice applications, the Customer's service may be disconnected after proper notice to the Customer.

**B. Service Term and Termination Liability**

1. Service is offered only on a contract basis with a minimum term of three (3) years.
2. An Early Termination Fee (ETF) of \$300, decremented by \$8.33 per month, will be applied if the Customer terminates the service prior to the end of the contract term.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)**

**5.7 ACN Business Advantage Plus (Cont'd.)**

**5.7.2 Service Features**

- A.** Local line and unlimited local calling, subject to limitations noted in Section 5.7.1.
- B.** Subject to availability, the following calling features are included in the service: Caller ID, Call Transfer, 900 Blocking, 976 Blocking, Call Forwarding, Last Call Return, and 3-Way Calling.
- C.** Subject to availability, the following calling features may be added to the service at no additional charge upon request by the customer at the time of service initiation: Call Waiting, Call Waiting ID, Selective Call Waiting, Distinctive Ringing and Hunting.
- D.** Subject to availability, Remote Access Call Forwarding is available on a monthly subscription basis.
- E.** Direct dialed long distance calling.
- F.** Data/fax line(s) are available, subject to one line per account and limitations noted in Section 5.7.1.
- G.** Toll Free service is available to customers who subscribe to ACN Business Advantage Plus service, subject to limitations.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.7 ACN Business Advantage Plus (Cont'd.)****5.7.3 Rates and Charges****A. Non-Recurring Charges**

Service connection and/or change charges may apply.

Add feature Charge	\$5.00
Inside Wire Service Charge	\$55.00/hour
Line Connection Charge, Weekdays	\$50.00
Line Connection Charge, Weekends Holidays	\$75.00
Move Charge, Weekdays	\$50.00
Move Charge Weekends, Holidays	\$75.00
Restoral of Suspended Service Charge	\$12.00
Service Call Charge	\$70.00
New Installs per Acct	\$50.00

**B. Monthly Recurring and Usage Charges**Local Service,

Local Exchange Access Line, per month	\$34.99
Data/Fax Line, per month	\$30.00

Long Distance Service

Intrastate calling, per minute:	\$0.05
Data/Fax Line Long Distance	
Intrastate calling, per minute:	\$0.05
Toll Free Long Distance	
Toll Free Number, per number, per month	\$5.00
Intrastate calling, per minute:	\$0.05

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## SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)

## 5.7 ACN Business Advantage Plus (Cont'd.)

## 5.7.3 Rates and Charges (Cont'd.)

## B. Monthly Recurring and Usage Charges (Cont'd.)

<u>Operator Services, per call</u>	
Operator Assistance	\$3.49
Collect	\$1.75
Busy Line Interrupt	\$4.50
Directory Assistance	
Local Directory Assistance	\$1.75
National Directory Assistance	\$1.25
<u>Directory Listing Services</u>	
Non-listed number, per month	\$2.99
Non-published number, per month	\$3.99
Additional listings – local or foreign, per month	\$6.00
Toll Free Directory Listing, per month	\$25.00
<u>Calling Features</u>	
Repeat Dialing, per use	\$0.75
Call Trace, per use	\$3.49
Remote Access Call Forwarding, per month	\$9.95

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES (CONT'D.)****5.8 DigitalTalk Data/Fax Line**

DigitalTalk Data/Fax Line is a business service that provides customers with unlimited local<sup>1</sup> minutes and access to long distance calling within the United States and Canada. Customers may order up to a maximum of three (3) lines. This service is only available to customers also subscribed to ACN DigitalTalk Services<sup>2</sup> and is intended for use with analog non-voice devices for faxing, security system monitoring and point-of-sale.

**5.8.1 Service Features**

DigitalTalk Data/Fax Line includes the following features:

- Unlimited local calls.<sup>1</sup>

**5.8.2 Rates and Charges**

Non-Recurring Charge, per order (maximum of 3 lines):	\$30.00
Monthly Recurring Charge, per line:	\$33.00
Long Distance Usage (U.S. and Canada), per minute:	\$0.05

<sup>1</sup> Any business local calling plan is strictly for typical business applications and is subject to the following restrictions: no unlimited local plan shall be used in connection with auto-dialers, fax blasting, or similar activities. If the Company determines that the usage is inconsistent with the usage restrictions described herein, the Company may take immediate action to enforce the restrictions, including, but not limited to service suspension.

<sup>2</sup> ACN DigitalTalk Services are unregulated VoIP services.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES****6.1 Custom Calling Features**

The features in this section are made available on an individual basis or may be included with the bundled services as noted in the appropriate service descriptions found in Section 5 of this tariff. All features are provided subject to availability. Features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**6.1.1 Feature Descriptions**

Call Forward - Allows the Customer to automatically transfer all incoming calls to a telephone number at another local or toll location.

Call Waiting - Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call.

Call Waiting ID - Allows a Customer who subscribes to both Caller ID and Call Waiting to see the name and number of an incoming caller while engaged in a call.

3 – Way Calling - Allows the Customer to add a third party to an existing conversation.

Speed Calling 8 - Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.1 Custom Calling Features (Cont'd.)****6.1.1 Feature Descriptions (Cont'd.)**

Distinctive Ring 1 - Provides the Customer with two (2) separate telephone numbers, each with a distinctive ring associated with one line.

Auto Call Back (\*69) - Allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called.

Caller ID with Name– Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Priority Call - Allows a Customer to assign a maximum of 15 callers' telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

Auto Redial - Automatically redials a busy number for up to 30 minutes until line is available.

Anonymous Call Rejection - Allows a Customer to reject calls from callers who are using a blocking option to prevent display of their telephone number. The Customer activates or deactivates ACR by dialing a preassigned code.

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.



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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.1 Custom Calling Features (Cont'd.)****6.1.2 Rates****A. Features Offered on a Monthly Basis**

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

1. Features ordered prior to November 19, 2009.

Feature	Monthly Recurring Charge
	<u>Residential</u>
Call Forward	\$2.00
Call Waiting	\$2.50
Call Waiting ID	\$4.00
Three Way Calling	\$2.50
Speed Calling 8	\$1.00
Distinctive Ring 1	\$4.00
Auto Call Back (*69)	\$2.00
Caller ID with Name	\$5.95
Priority Call	\$3.50
Auto Redial	\$2.50
Anonymous Call Rejection	\$2.00

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.1 Custom Calling Features (Cont'd.)****6.1.2 Rates (Cont'd.)****A. Features Offered on a Monthly Basis (Cont'd.)**

2. Features ordered on or after November 19, 2009.

Feature	Monthly Recurring Charge
	<u>Residential</u>
Call Waiting	\$5.50
Three Way Calling	\$3.00
Call Forward	\$3.00
Priority Call	\$4.00
Auto Redial	\$2.50
Auto Call Back (*69)	\$2.95
Speed Calling 8	\$1.00
Distinctive Ring	\$4.00

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.1 Custom Calling Features (Cont'd.)****6.1.2 Rates (Cont'd.)****B. Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

<b>Feature</b>	<b>Charge Per Use</b>
	<u>Residential</u>
Auto Redial	\$0.75
Auto Call Back (*69)	\$0.75
Three Way Calling	\$0.75
Call Trace	\$1.00

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.2 Directory Assistance Services**

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

**6.2.1 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 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.2 Directory Assistance Services (Cont'd.)****6.2.2 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 “0” Operator at the rates specified in Section 5.8 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.

DACC charges are not applicable to handicapped Customers exempt from Directory Assistance charges, as specified in Section 6.2.1 of this tariff.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)**

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

**6.2.3 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 Section 6.3 of this tariff, apply as appropriate.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)**

**6.2 Directory Assistance Services (Cont'd.)**

**6.2.4 Rates**

**A. Local Directory Assistance**

Per call: Residential  
\$1.75

**B. Directory Assistance Call Completion**

Per completed call: Residential  
\$0.25

**C. National Directory Assistance**

Per Call: Residential  
\$1.25

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.3 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.

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**LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.3 Local Operator Service (Cont'd.)****6.3.1 Usage Rates**

Usage charges for local and intraLATA operator assisted calls are those usage charges that would normally apply to the calling party's service. See Section 5 of this tariff.

**6.3.2 Per Call Service Charges:**

	<u>Residential</u>
Calling Card, Automated:	\$0.40
Calling Card, Operator Assisted:	\$0.40
Collect	\$1.75
Third Party Billed	\$1.33
Operator Assistance	\$3.49
Person to Person:	\$3.49

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.4 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

**6.4.1 Rates**

	<u>Residential</u>
Busy Line Verification, per request:	\$4.50
Emergency Interruption, per request:	\$4.50

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.5 Directory Listing Service****6.5.1 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 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 know by two first names.

**6.5.2 Listings****A. Primary Listing**

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

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**LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.5 Directory Listing Service (Cont'd.)****6.5.2 Listings (Cont'd.)****B. Additional Listings**

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the Customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the Customer, with a minimum service period of one month.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.5 Directory Listing Service (Cont'd.)****6.5.2 Listings (Cont'd.)****C. Nonpublished Service**

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

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

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 only obligation of the Company 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 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)****6.5 Directory Listing Service (Cont'd.)****6.5.2 Listings (Cont'd.)****D. Non-listed Service**

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

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

The Company will complete calls to a non-listed number.

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 only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-listed 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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LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST

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**SECTION 6.0 – SUPPLEMENTARY SERVICES (CONT'D.)**

**6.5 Directory Listing Service (Cont'd.)**

**6.5.3 Rates**

	<b>Monthly Recurring Charge</b>	
	<u>Residence</u>	<u>Business</u>
Additional Listing, per listing:	\$1.35	N/A
Non-published Service, per account:	\$1.80	\$4.99
Non-listed Service, per account:	\$0.90	N/A

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**SECTION 7.0 - ACCESS SERVICES**

**7.1 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 8.0 - SPECIAL ARRANGEMENTS**

**8.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such services in this price list. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. ICB will be filed with the Utah Public Service Commission.

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**SECTION 9.0 - PROMOTIONAL OFFERINGS**

**9.1 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.

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ACCESS SERVICES PRICE LIST

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*This price list, Utah Price List No. 4, issued by ACN Communication Services, LLC  
replaces in its entirety  
Utah Price List No. 2 issued by ACN Communication Services, Inc.*

**ACN COMMUNICATION SERVICES, LLC**

**ACCESS SERVICES PRICE LIST**

Regulations and Schedule of Intrastate Access Rates

This price list includes the rates, charges, terms and conditions of service for the provision of intrastate access telecommunications services by ACN Communication Services, LLC This price list is on file with the Utah Public Service Commission. Copies are available for public inspection during normal business hours at the main office of ACN Communication Services, LLC at 1000 Progress Place, Concord, North Carolina 28025.

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ACCESS SERVICES PRICE LIST

**CHECK SHEET**

The pages listed below of this price list are effective as of the date shown. Revised pages contain all changes from the original price list that are in effect as of the date indicated.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	
Title	Original	*	25	Original	*	50	Original	*
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*	67	Original	*
18	Original	*	43	Original	*	68	Original	*
19	Original	*	44	Original	*	69	Original	*
20	Original	*	45	Original	*	70	Original	*
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			

\* - Indicates pages included with this filing.

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**EXPLANATION OF SYMBOLS**

- (C) To signify changed rate, regulation or condition.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify an increase.
- (M) To signify text relocated without change.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (R) To signify a reduction.
- (T) To signify a change in the word of text, but no change in the rate, rule or condition.

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ACCESS SERVICES PRICE LIST

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**ACCESS SERVICES PRICE LIST**

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

**ACN** - Refers to ACN Communication Services, LLC, issuer of this price list.

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX or 950-XXXX.

**Access Line** - An arrangement which connects the Customer's local exchange line to a Company designated switching center or point of presence.

**Access Minutes** - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

**Access Service Request (ASR)** - The service order form used by access service Customers and the Company to the process of establishing, moving or rearranging access services provided by the Company.

**Access Tandem** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

**Answer Supervision** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

**Automatic Number Identification (ANI)** - The automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

**Bit** - The smallest unit of information in a binary system of notation.

**Bps** - Bits per second. The number of bits transmitted in a one second interval.

**Call** - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

**Casual Calling** - Where access to the Company's network and the subsequent use of service by the Customer is initiated through the dialing of a toll-free number or Access Code. Casual Calling allows non-Pre-subscribed customers to utilize the services of the Company.

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**ACCESS SERVICES PRICE LIST**

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

**Central Office** - The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

**Channel** - A communications path between two or more points.

**CIC** - An interexchange carrier identification code.

**Commission** - Refers to the Utah Public Service Commission.

**Company or Carrier** - Used throughout this price list to indicate ACN Communication Services, LLC

**Constructive Order** - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

**CPE** - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

**Customer** - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this price list and is responsible for the payment of charges. In most contexts, the Customer is an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this price list to reach its End User customer(s).

**Customer Premises** - The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.



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**ACCESS SERVICES PRICE LIST**

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

**Dedicated Access** - Where originating or terminating access between an end user and an interexchange carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence or designate without utilizing the services of the local switched network.

**DS0** - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

**DS1** -Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

**DS3** -Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

**Dual Tone Multifrequency (DTMF)** - Tone signaling, also known as touch tone signaling.

**End Office** - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

**End Office Switch** - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

**End User** - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this price list. In most contexts, the End User is the customer of an Interexchange Carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this price list to provide the End User with access to the IC's communication and switching systems.

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**ACCESS SERVICES PRICE LIST**

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

**End User Premises** - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such End Offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

**Exchange** - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**Gbps** - Gigabits per second; billions of bits per second.

**Host Office** - An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

**Individual Case Basis or ICB** - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this price list are developed or modified based on the unique circumstances in each case.

**Interstate** - For the purpose of this price list, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

**Intrastate** - For the purpose of this price list, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

**Interexchange Carrier (IXC or IC)** - A long distance telecommunications services provider that furnishes services between exchange areas.

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ACCESS SERVICES PRICE LIST

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

**Kbps** - Kilobits per second; 1000s of bits per second.

**LATA** - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

**LEC** - Local Exchange Company.

**Mbps** - Megabits per second; millions of bits per second.

**Message** - See Call.

**N/A** - Not Applicable.

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

**NPA** - Numbering Plan Area or area code.

**OC-12** - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

**OC-3** - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

**OC-48** - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps

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**ACCESS SERVICES PRICE LIST**

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

**Off-Hook** - The active condition of Switched Access service or a telephone exchange line.

**On-Hook** - The idle condition of Switched Access service or a telephone exchange line.

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

**PIC Authorization** - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

**PIC** - Primary Interexchange Carrier.

**Point of Presence or POP** - The physical location associated with an Interexchange Carrier's communication and switching systems.

**Point of Termination** - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises** - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

**Presubscription** - An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

**Primary Interexchange Carrier** - The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

**Private Line** - A service that provides dedicated path between one or more Customer Premises.

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**ACCESS SERVICES PRICE LIST**

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

**Query** - The inquiry to a Company data base to obtain information, processing instructions or service data.

**Recurring Charge** - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

**Remote Switching Modules or Remote Switching Systems (RSM/RSS)** - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

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

**Service Order** - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order services offered under this price list.

**Serving Wire Center Switch** - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer is connected via station loops or trunks to a Serving Wire Center Switch.

**Special Access** - See Dedicated Access.

**Station** - Refers to telephone equipment or an exchange access line from or to which calls are placed.

**Switched Access** - Where originating or terminating access between an end user and an interexchange carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

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**ACCESS SERVICES PRICE LIST**

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

**Tandem Switch** - See Access Tandem.

**TDM** - A method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

**Terminating Direction** - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

**Toll VoIP-PSTN Access Traffic** - Access traffic exchanged between the Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end user customer of a service that requires Internet protocol 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.

**Trunk Group** - A set of trunks that are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

**V & H Coordinate** - Geographic points that define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

**VoIP - Voice over Internet Protocol** - 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.

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**ACCESS SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of ACN Communication Services, LLC**

- 2.1.1** The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this price list.
- 2.1.2** The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3** 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.
- 2.1.4** The Company arranges for installation, operation, and maintenance of the communications services provided in this price list for Customers in accordance with the terms and conditions set forth under this price list. The Customer shall be responsible for all charges due for such service arrangements.

**2.2 Use of the Company's Service**

- 2.2.1** Services provided under this price list may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2** 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.
- 2.2.3** Recording of telephone conversations of service provided by the Company under this price list is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4** Any service provided under this price list may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this price list, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Board's regulations, policies, orders, and decisions.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.3 Limitations**

- 2.3.1** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2** The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and equipment 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.
- 2.3.3** 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.
- 2.3.4** The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not 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.
- 2.3.5** The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this price list, or in violation of the law.
- 2.3.6** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.4 Assignment and Transfer**

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 to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.5 Application or Service**

Customers may be required to enter into written or oral 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.

**2.6 Ownership of Facilities**

**2.6.1** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

**2.6.2** Title to all facilities utilized by the Company to provide service under the provisions of this price list shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.7 Liability of the Company**

- 2.7.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this price list (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Board, rules and regulations.
- 2.7.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.7 Liability of the Company (Cont'd.)**

- 2.7.6** No liability shall attach to the Company by reason of any defacement or damage to the Customer=s premise resulting from the existence of the Company=s equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8** 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.
- 2.7.9** Failure by the Company to assert its rights under a provision of this price list does not preclude the Company from asserting its rights under other provisions.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.8 Liability of the Customer**

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2** To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3** A 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.
- 2.8.4** The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use 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. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.9 Obligations of the Customer**

- 2.9.1** The Customer is responsible for making proper application for service; placing any necessary orders; for complying with price list regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:
- A.** 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 non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
  - B.** providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
  - C.** 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 communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1 (b). Any and all costs associated with the 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;
  - D.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise 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;

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.9 Obligations of the Customer (Cont'd.)****2.9.1 (Cont'd.)**

- E.** 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 2.9.1.C; and granting or obtaining permission for Company agents or employees to enter the premise 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;
- F.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H.** taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- I.** ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this price list, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.9 Obligations of the Customer (Cont'd.)**

**2.9.2** With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

**A. Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

**B. Network Contingency Coordination**

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



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.9 Obligations of the Customer (Cont'd.)****2.9.2 (Cont'd.)****C. Jurisdictional Reports**

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.

1. Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.
2. Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.
3. 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.)****2.9 Obligations of the Customer (Cont'd.)****2.9.2 (Cont'd.)****D. Jurisdictional Audits**

1. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The customer must maintain these records for 24 months from the date the report became effective for billing purposes.
2. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The Customer shall supply the required data within 30 calendar days of the Company request.
3. In the event that an audit reveals that any customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
4. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
5. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the customer to receive such results.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.9 Obligations of the Customer (Cont'd.)****2.9.3 Identification and Rating of Toll VoIP-PSTN Access 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 Toll 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") and the FCC's Second Order on Reconsideration (April 25, 2012) ("Second Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Access Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Access Traffic can be billed in accordance with the FCC Order and Second Order.

**B. Rating of Toll VoIP-PSTN Access Traffic**

The Relevant VoIP-PSTN Access 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.)****2.9 Obligations of the Customer (Cont'd.)****2.9.3 Identification and Rating of Toll VoIP-PSTN Access Traffic (Cont'd.)****C. Calculation and Application of Percent-VoIP-PSTN Usage Factor**

The Company will determine the number of Relevant VoIP-PSTN Access Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection 2.9.3.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 until August 14, 2012 and after June 30, 2014. From August 14, 2012 through June 30, 2014, the PVU will be applied to only the terminating intrastate access MOU. 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 intrastate access MOU that the Customer exchanges with the Company in the State, that (a) is terminating access sent to the Company and that originates in IP format; or (b) is originating access received from the Company and terminates in IP format until August 14, 2012 and after June 30, 2014. From August 14, 2012 through June 30, 2014, the PVU will represent only the terminating intrastate access MOU. 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 intrastate access MOU in the State that the Company originates or terminates in IP format until August 14, 2012 and after June 30, 2014. From August 14, 2012 through June 30, 2014, the PVU will represent only the terminating intrastate access MOU. 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.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.9 Obligations of the Customer (Cont'd.)****2.9.3 Identification and Rating of Toll VoIP-PSTN Access Traffic (Cont'd.)****C. Calculation and Application of Percent-VoIP-PSTN Usage Factor (Cont'd.)**

3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total intrastate access MOU exchanged between the Company and the Customer that is originated or/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends until August 14, 2012 and after June 30, 2014. From August 14, 2012 through June 30, 2014, the PVU will represent only the relevant terminating intrastate access MOU. 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).
4. The Company will apply the effective PVU factor to the applicable intrastate access MOU exchanged with the Customer to determine the number of VoIP-PSTN Access Traffic MOUs.

Example 1: The PVU-A is 40% and the PVU-B is 10%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 2: The PVU-A is 0% and the PVU-B is 10%. The effective PVU factor is  $0\% + (10\% \times 100\%) = 10\%$ . The Company will bill 10% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 3: The PVU-B is 100%. No matter what the PVU-A 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 A., 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 Toll VoIP-PSTN Traffic.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.9 Obligations of the Customer (Cont'd.)****2.9.3 Identification and Rating of VoIP-PSTN Access Traffic (Cont'd.)****D. Initial PVU Factor**

Until the Company receives a PVU-A from the Customer, the Company will set the PVU equal to the PVU-B, as specified in 2.9.3.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 2.9.3.C.1 or 2.9.3.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 effective PVU. The revised effective PVU factor will apply prospectively and serve as the basis for billing until superseded by a new effective 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 effective 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.)****2.10 Billing and Payment For Service****2.10.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s);

**2.10.2 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this price list or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.10 Billing and Payment For Service (Cont'd.)****2.10.3 Payment for Service**

- A.** All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this price list. Any known unbilled charges for prior periods and any known unbilled adjustments also will be applied to this bill. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B.** Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- D.** When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.
- E.** Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion 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 under this price list or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F.** 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 on a pro rata basis. For this purpose, every month is considered to have 30 days.
- G.** Amounts not paid within 30 days after the mailing date of invoice will be considered past due.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.10 Billing and Payment For Service (Cont'd.)****2.10.4 Disputed Charges**

- A.** Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, 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 sixty (60) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- 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.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E.** If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F.** If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.10 Billing and Payment For Service (Cont'd.)****2.10.5 Late Payment Fees**

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

**2.10.6 Returned Check Charge**

A service charge equal to \$25.00, or the actual fee incurred by the Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.11 Taxes, Surcharges and Fees**

- 2.11.1** 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 Board imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way 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 and fees that subsequently become applicable retroactively.
- 2.11.2** 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.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.12 Deposits and Advanced Payments****2.12.1 General**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

**2.12.2 Deposits**

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Board rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B.** The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months service.
- C.** 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 interest at the rate prescribed by the Board **or** as otherwise permitted by applicable law.
- D.** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.12 Deposits and Advanced Payments (Cont'd.)****2.12.3 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 one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.13 Cancellation by Customer****2.13.1 General**

- A.** Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- 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 terminating traffic to the Company=s network, the Customer will have constructively ordered the Company=s switched access service.

**2.13.2 Cancellation of Contract Services**

- A.** If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this price list, the termination liability shall be equal to:
  - 1. all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
  - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
  - 3. all recurring charges specified in the applicable service order for the balance of the then current term.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.13 Cancellation by Customer (Cont'd.)****2.13.3 Cancellation of Application for Service**

- A.** Where the Company permits the 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 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.
- 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, less net salvage, may apply. 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 charges described above will be calculated and applied on a case-by-case basis.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.14 Cancellation by Company**

**2.14.1** Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this price list.

**2.14.2** The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- A.** For violation of law or this price list: Except as provided elsewhere in this price list, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this price list, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- B.** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C.** In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- D.** In the event of tampering with the equipment or services of the Company or its agents.
- E.** In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- F.** If any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.14 Cancellation by Company (Cont'd.)**

**2.14.3** The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A.** For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- B.** For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D.** For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premise of such person.
- E.** For use of telephone service for any property or purpose other than that described in the application.
- F.** For Customer's breach of any contract for service between the Company and the Customer.
- G.** For periods of inactivity in excess of sixty (60) days.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.15 Restoration of Service**

- 2.15.1** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2** A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3** Restoration of disrupted services shall be in accordance with applicable Board and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.16 Provision of Company Equipment and Facilities**

- 2.16.1** 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.
- 2.16.2** 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.
- 2.16.3** Equipment the Company provides or installs at the Customer premise shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4** 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 under 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:
- A.** the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - B.** the reception of signals by Customer-provided equipment; or
  - C.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.17 Interconnection**

- 2.17.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2** Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers= tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3** The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4** If harm to the Company=s network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer=s service immediately, with no prior notice required.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.18 Customer-Provided Equipment**

- 2.18.1** 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 represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this price list.
- 2.18.2** Terminal equipment on the user's premise and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4** 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 under this Section 2.18 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.
- 2.18.5** 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 may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.19 Inspection, Testing and Adjustments**

- 2.19.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this price list are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.19.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.
- 2.19.3** 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 applies 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.)****2.20 Allowances for Interruptions in Service****2.20.1 General**

- A.** Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this price list.
- B.** An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. 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, refuses access to its premise for test and repair by the Company, or continues to make voluntary use of the service, 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 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 - RULES AND REGULATIONS (CONT'D.)****2.20 Allowances for Interruptions in Service (Cont'd.)****2.20.2 Limitations of Allowances**

- A. No credit allowance will be made for any interruption in service:
1. 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;
  2. due to the failure of power, equipment, systems, connections or services not provided by the Company;
  3. due to circumstances or causes beyond the reasonable control of the Company;
  4. 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;
  5. 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;
  6. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
  7. that was not reported to the Company within 30 days of the date that service was affected.
  8. Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company=s control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.20 Allowances for Interruptions in Service (Cont'd.)****2.20.3 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.

**2.20.4 Application of Credits for Interruptions in Service**

- A.** Except as provided in Section 2.10.2 A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B.** The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C.** For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly recurring charge for affected service.

- D.** No credits will be provided for usage sensitive services.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.21 Notices and Communications**

- 2.21.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2** 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 bills for service to which the Customer shall mail payment on that bill.
- 2.21.3** Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4** Except as otherwise stated in this price list, all other notices or communications required to be given under this price list will be in writing.
- 2.21.5** 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 second 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.
- 2.21.5** 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.)****2.22 Mixed Interstate and Intrastate Switched Access Services**

**2.22.1** When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.2 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- A.** For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- B.** For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate.

**2.22.2** A similar calculation is then performed to determine the intrastate portion of the bill.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities**

**2.23.1** When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.9.2.

- A.** If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this price list.
- B.** If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
- C.** If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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**SECTION 3 - SWITCHED ACCESS SERVICE****3.1 General**

- 3.1.1** 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 trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for 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 in the LATA where it is provided.
- 3.1.2** When a rate as set forth in this price list is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3** In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer=s End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company=s switched access services as described and priced herein.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.2 Manner of Provision**

- 3.2.1** Switched Feature Group (FG) Access is furnished for originating and terminating calls by the Customer to its End User. FG Access is furnished on a per-line or per trunk basis.
- 3.2.2** Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for FG Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.2.3** Feature Group Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office 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).
- 3.2.4** Two types of Feature Group Access are available:
- A.** Tandem Connect Access: This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from Company's End Office via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
  - B.** Direct Connect Access: The Company will provide facilities between the Customer's premises and a Company End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access. Direct Connect Access is provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this price list.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.3 Rate Categories**

**There are three rate categories which apply to Switched Access Service:**

- End Office Switching (includes Common Line and Switched Transport)
- Toll-Free 8XX Data Base Access Service
- Optional Features

**3.3.1 End Office Switching**

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. This element includes the following rate categories:

**A. Common Line**

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

**B. Switched Transport**

The Switched Transport rate 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. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

**C. End Office Switching**

The End Office Switching rate 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 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.3 Rate Categories (Cont'd.)**

**3.3.2 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.

**3.3.3 Switched Access Optional Features**

Various optional features may be available and will be priced on an individual case basis.



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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.4 Access Ordering****3.4.1 General**

- A. Customers 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.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
  - 1. Customer name and Premises address(es);
  - 2. Billing name and address (when different from Customer name and address); and
  - 3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

**3.4.2 Access Service Date Intervals**

- A. Access Service is provided with Standard or Negotiated Intervals
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
  - 1. For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.4 Access Ordering (Cont'd.)****3.4.2 Access Service Date Intervals (Cont'd.)****B. (Cont'd.)**

2. For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:

- (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- (b) There is no existing facility connecting the Customer Premises with the Company; or
- (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- (d) The Company determines that Access Service cannot be installed within the Standard Interval.

C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.4 Access Ordering (Cont'd.)****3.4.3 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

**3.5 Special Construction or Special Service Arrangements**

**3.5.1** Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 6 of this price list.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.6 Obligations of the Company**

**3.6.1** With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

**A. Network Management**

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

**B. Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.7 Obligations of the Customer**

**3.7.1** The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 2.9 of this price list and are as follows:

**A. Report Requirements**

Customers are responsible for providing the following reports to the Company, when applicable:

**1. Jurisdictional Reports**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.2(c) preceding. Charges will be apportioned in accordance with those reports.

**2. Code Screening Reports**

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

**B. On and Off-Hook Supervision**

The Customer=s facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.8 Rate Regulations****3.8.1 General**

There are three type of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

**3.8.2 Types of Charges**

- A.** Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B.** Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.
- C.** Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.8 Rate Regulations (Cont'd.)****3.8.3 Measurement of Access Minutes**

- A.** 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 End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- B.** 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.
- C.** 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.
- D.** 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.
- E.** Mileage, where applicable, will be measured in accordance with standard industry practices.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.8 Rate Regulations (Cont'd.)****3.8.4 Moves**

- A.** A move of services involves a change in the physical location of one of the following:
1. The point of termination at the Customer's Premises, or
  2. The Customer's Premises
- B.** The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:
1. Moves Within the Same Building  
  
When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.
  2. Moves to a Different Building  
  
Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.



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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.8 Rate Regulations (Cont'd.)****3.8.5 Installation of Optional Features**

- A.** If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.
- B.** For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

**3.8.6 Service Rearrangements**

- A.** Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B.** The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C.** Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.9 Rates and Charges****3.9.1 Common Line Access Service****A. Carrier Common Line**

Per Originating Minute  
Per Terminating Minute

Note 1  
Note 2

**3.9.2 Switched Transport Service****A. Nonrecurring Charges****1. Trunk Charges**

Per Trunk

ICB

Note 1: All originating access minutes are billed at a single per minute access rate found in Section 3.9.3A, Local Switching. This composite rate includes the elements traditionally billed as Carrier Common Line.

Note 2: All terminating access minutes are billed at the rates set forth in the Company's interstate access tariff, as amended from time to time. The complete tariff is posted at <https://apps.fcc.gov/etfs/public/browseLec.action?lecType=clec&list=50..>

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.9 Rates and Charges (Cont'd.)****3.9.2 Switched Transport Service (Cont'd.)****B. Monthly Recurring Charges**1. Direct Trunked Transport

All elements of Direct-Trunked Transport are priced on an Individual Case Basis (ICB).

**C. Usage Charges**1. Tandem Switched Transport - Originating

- |    |   |        |
|----|---|--------|
| a. | Tandem Switched Transport, per Minute           | Note 1 |
| b. | Tandem Switched Transport, per Minute, per Mile | Note 1 |
| c. | Tandem Switching, per Minute                    | Note 1 |

2. Tandem Switched Transport – Terminating Note 2

Note 1: All originating access minutes are billed at a single per minute access rate found in Section 3.9.3A, Local Switching. This composite rate includes the elements traditionally billed as Tandem Switched Transport.

Note 2: All terminating access minutes are billed at the rates set forth in the Company's interstate access tariff, as amended from time to time. The complete tariff is posted at <https://apps.fcc.gov/etfs/public/browseLec.action?lecType=clec&list=50>.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.9 Rates and Charges (Cont'd.)****3.9.3 End Office Switching****A. Local Switching**

Originating, Per Minute	\$0.0349
Terminating, Per Minute:	Note 2

**B. Transport Interconnection Charge**

Originating, Per Minute:	Note 1
Terminating, Per Minute	Note 2

**C. Information Surcharge**

Originating, Per Minute:	Note 1
Terminating, Per Minute	Note 2

Note 1: All originating access minutes are billed at a single per minute access rate found in Section 3.9.3A, Local Switching. This composite rate includes the elements traditionally billed as Transport Interconnection Charge and Information Surcharge.

Note 2: All terminating access minutes are billed at the rates set forth in the Company's interstate access tariff, as amended from time to time. The complete tariff is posted at <https://apps.fcc.gov/etfs/public/browseLec.action?lecType=clec&list=50>.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.9 Rates and Charges (Cont'd.)**

**3.9.4 Toll-Free 8XX Data Base Access Service**

Per Query \$0.0042

**3.9.5 Switched Access Optional Features**

Optional Features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this price list.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.9 Rates and Charges (Cont'd.)****3.9.6 Service Order Charges**

Service Order Charges are non-recurring charges to recover the administrative costs associated with initiating Access Service.

**A. Service Implementation**

.1	Access Order Charge, per Access Request	\$60.00
.2	Installation Charge, per Trunk	\$115.00

**B. Service Date Change, per Access Order** \$ 25.00

**C. Design Change/Partial Cancellation Charge**  
Per Access Order \$ 50.00

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**SECTION 4 - DEDICATED ACCESS SERVICE**

**4.1 General**

**4.1.1** The Company, at its discretion may provide interstate Dedicated Access Services with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated Access Services are offered on a point-to-point basis only. Each Dedicated Access Service is dedicated to a single Customer and the entire usable bandwidth for each service is available to that Customer for their exclusive use.

**4.1.2** All Dedicated Access Services, if offered, will be provided on an individual case basis.

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**SECTION 5 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION****5.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this price list. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

**5.2 Special Service Arrangements**

**5.2.1** If a Customer's requirements cannot be met by services included in this price list, or pricing for a service is shown in this price list as AICB@, the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.

**5.2.2** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

**5.2.3** If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of price list approval.

**5.3 Non-Routine Installation Charges**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In 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 or night hours, additional charges may apply.

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**SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION (CONT'D.)****5.4 Special Construction Charges****5.4.1 General**

- A.** Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- .1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - .2 of a type other than that which the Company would normally utilize in the furnishing of its services;
  - .3 over a route other than that which the Company would normally utilize in the furnishing of its services;
  - .4 in a quantity greater than that which the Company would normally construct;
  - .5 on an expedited basis;
  - .6 on a temporary basis until permanent facilities are available;
  - .7 involving abnormal costs;
  - .8 in advance of its normal construction; or
  - .9 when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price list.
- B.** Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C.** Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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