

Issued: September 10, 2020

Effective: September 17, 2020

LOCAL EXCHANGE SERVICES PRICE LIST

RESERVED FOR FUTURE USE

(T)

(D)

Issued: September 10, 2020

Effective: September 17, 2020

LOCAL EXCHANGE SERVICES PRICE LIST

RESERVED FOR FUTURE USE

(T)

(D)

Issued: September 10, 2020

Effective: September 17, 2020

LOCAL EXCHANGE SERVICES PRICE LIST

TABLE OF CONTENTS

	<u>Page</u>	
RESERVED FOR FUTURE USE	1	(T)
TABLE OF CONTENTS	3	
EXPLANATION OF SYMBOLS	6	
PRICE LIST FORMAT	7	
APPLICATION OF PRICE LIST	8	
SECTION 1 - DEFINITIONS	9	
SECTION 2 - REGULATIONS	13	
2.1 Undertaking of the Company	13	
2.2 Prohibited Uses	23	
2.3 Obligations of the Customer	24	
2.4 Customer Equipment and Channels	28	
2.5 Customer Deposits and Advanced Payments	30	
2.6 Payment Arrangements	31	
2.7 Service Level Standards and Allowances for Interruptions in Services	39	
2.8 Cancellation in Service/Termination Liability	46	
2.9 Customer Liability for Unauthorized Use of the Network	47	
2.10 Use of Customer's Service by Others	48	
2.11 Services for Hearing Impaired	49	
2.12 Transfers and Assignments	49	
2.13 Notices and Communications	50	
2.14 Primary Interexchange Carrier (PIC) Selection	51	
2.15 Expedited Due Date Service	52	
2.16 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority	53	
2.17 Customer Requested Suspension of Service	58	
2.18 Additional Rules Relating to Resale of Service	59	
2.19 Inside Wire Maintenance and Installation	61	
2.20 Letter of Authorization / Carrier Facility Assignment	62	

Issued: September 10, 2020

Effective: September 17, 2020

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.3.2 Liability of the Customer, (Cont'd.)

B. Indemnification by the Customer

(1) The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys’ fees and court costs) for (i) libel, slander, or infringement of copyright or unauthorized use of any trademark, tradename or service mark arising from the material transmitted over its facilities; (ii) infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; (iii) all claims of any kind by Customer’s end users; and (iv) all other claims including, without limitation, claims for damage to any business or property or injury to, or death of, any person arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement. The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer’s codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer. Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user. (T)

(2) **Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys’ fees, arising from or related to customer’s, customer’s end user’s or customer’s third-party provider(s)’ acts, omissions (including the failure to purchase or implement features that enable the receipt and transmission of direct-dial “911” calls or multi-line telephone system notifications), or failures of connectivity that impede, prevent or otherwise make inoperable the ability of the customer or its end users to directly dial “911” or to receive or transmit multi-line telephone system notifications, as required by law, in the United States.** (N)
 |
 |
 |
 |
 |
 |
 |
 |
 |
 |

Issued: September 10, 2020

Effective: September 17, 2020

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Multi-Line Telephone Systems**

(N)

Pursuant to 47 CFR §9.16(b)(1) and (2), multi-line telephone systems connected to the Company's network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to:

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

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

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 2.3.2.B.(2).

Issued: September 10, 2020

Effective: September 17, 2020

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.4.3 Interconnection of Facilities, (Cont'd.)

- C. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.
- D. 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, and any specifications required by the Company.
- E. **All multi-line telephone systems connected to the Company's network on or after February 16, 2020, must be configured to allow direct "911" dialing by any end user and must be configured to send MLTS notifications as described in Section 2.3.3.**

(N)
 |
 |
 (N)

2.4.4 Inspections

- A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. The Customer shall provide the Company with access for such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. 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.