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Title Page

**Lafayette City-Parish Consolidated Government
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**SERVICE TERMS AND CONDITIONS DOCUMENT FOR LOCAL
TELECOMMUNICATION SERVICES**

WITHIN THE STATE OF LOUISIANA

This Service Terms and Conditions Document describes generally the regulations and rates applicable to the provision of Local Telecommunications Services between points within the State of Louisiana. Service is provided by Lafayette City-Parish Consolidated Government with principal offices at 1314 Walker Road, Lafayette, Louisiana 70506. This Service Terms and Conditions Document is interpreted according to the laws of Louisiana and is on file with the Louisiana Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

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DESCRIPTION AND AREA OF OPERATIONS

Lafayette City Parish Consolidated Government (Company) is a telecommunications service provider providing telecommunications service in the areas certificated to the Company by the Louisiana Public Service Commission.

Headquarters for the Company are located at:

1314 Walker Road
Lafayette, Louisiana 70503

Company representatives may be contacted at 337-993-4237 (99FIBER)

Areas of Operation

Service will be provided in Lafayette, Louisiana

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DEFINITIONS OF TERMS

ACCESS LINE

A central office circuit or channel that provides access to the telephone network for local and long distance telephone services.

AIR LINE MEASUREMENT

The shortest distance between two points. A measurement for computation of mileage charges between termination points.

ANCILLARY DEVICES

All terminal equipment except telephone instruments, PBX-PABX systems, key systems and data services.

ANSWERING EQUIPMENT

Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

AUTHORIZED PROTECTIVE CONNECTING MODULE

A protective unit approved by the Company which is manufactured in accordance with the design set forth in Part 68 of the Federal Communications Commission's Rules and Regulations.

AUTHORIZED USER

A person, firm or corporation (other than the Customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the Service Terms and Conditions Document and (1) on whose premise a station of the private line service is located or (2) who receives from or sends to the Customer over such private line or channel communications relating solely to the business of the Customer

BUILDING (Same)

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the Company's wires or cables can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

6 DEFINITIONS OF TERMS

BUSINESS SERVICE

Telecommunications service furnished to Customers where the primary or obvious use is of a business, professional, institutional or otherwise occupational nature.

CALL

An attempted communication, whether completed or not.

CALLING AREA

See "Local Service Area."

CANCELLATION CHARGES

A charge applicable under certain conditions when the application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before the contract period is completed.

CENTRAL OFFICE

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

CHANNEL

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

CIRCUIT

A channel used for the transmission of energy in the furnishing of telephone and other communication services further described as:

- (a) Two-wire circuit: A circuit using one transmission path, which may be one carrier pair or one pair (two wires) of metallic conductors.
- (b) Four-wire circuit: A circuit using two one-way transmission paths, which may be two carrier paths or two pairs (four wires) of metallic conductors

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DEFINITIONS OF TERMS

CLASS OF SERVICE

A description of telecommunications service furnished a Customer which denotes such characteristics such as nature of use (business or residence) or type of rate (flat or message rate). Classes of service are usually subdivided in grades, such as individual or multi-party line.

COMMUNICATIONS SYSTEMS

Channels and other facilities that are capable, when not connected to exchange telecommunication service, of two-way communication between Customer-provided terminal equipment.

COMPANY

Lafayette City Parish Consolidated Government

COMPLEX SERVICE

The provision of a circuit requiring special treatment, special equipment or special engineering design.

CONDUIT

A tubular runway for cable facilities

CONNECTING COMPANY

A corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

CONNECTION

Denotes the establishment of telephone service. A move of existing service to a different premise requires a connection.

CONNECTION CHARGE

See "Service Charges."

DEFINITIONS OF TERMS

CONSTRUCTION CHARGE

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the Tariff.

CONTINUOUS PROPERTY

The plot of ground, together with any building thereon, occupied by the Customer, which is not divided by public highways or separated by property occupied by others. Where a Customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property, provided local wire or cable facilities are used and the Customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

CONTRACT

The service agreement between a Customer and the Company under which service and facilities for communication between specified locations for designated periods and for the use of the Customer and its specifically named authorized users are furnished in accordance with the provisions of this Tariff.

CONTRACT PERIOD

The length of time for which a Customer is responsible for the charges associated with the services, facilities, and equipment under contract.

COST OR COST BASIS

Cost of equipment and materials provided or used plus the cost of installation including, but not limited to, engineering, labor, supervision, transportation, right-of-way, other items which are chargeable, and the actual expense incurred by the Company relating to the call-out of Company personnel.

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this Tariff. The Customer is responsible for compliance with the rules and regulations of the Company, and is responsible for ensuring payment of the charges.

DEFINITIONS OF TERMS

CUSTOMER PREMISES INSIDE WIRE

All wire within a Customer's premise, including connectors, jacks, and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes house, riser, buried, and aerial cable.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring provided by a Customer, that may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

CUSTOMER TROUBLE REPORT

Any oral or written report from a Customer received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities. One report shall be counted for each oral or written report received even though several items are reported by one Customer at the same time, unless the group of troubles so reported is clearly related to a common cause.

DEMARICATION POINT

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a Customer's premise. The demarcation point is located on the Customer's side of the Company's protector or equivalent.

DIRECT CONNECTION

Connection of terminal equipment to the Company's exchange facilities by means other than acoustic and/or inductive coupling.

DIRECT ELECTRICAL CONNECTION

The physical connection of electrical conductors in the communications path.

DIRECTORY

A book that typically lists each telephone Customer alphabetically, with his/her service location and telephone number.

DEFINITIONS OF TERMS

DIRECTORY ASSISTANCE SERVICE

Directory assistance service is furnished to supplement the information available in the Company directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

DIRECTORY LISTING

The publication of the Company's directory and/or directory assistance records of information relative to a Customer's telephone number, by which telephone users are able to ascertain the telephone number of a desired party.

DISCONNECT NOTICE

The written notice sent to a Customer following billing, notifying the Customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

DISCONNECTION OF SERVICE

An arrangement for a permanent interruption of telephone service, made at the request of the Customer, or initiated by the Company for violation of the Service Terms and Conditions Document by the Customer. A "final" bill would be rendered showing moneys owed to the Company net of any amounts to be refunded, such as deposits, as of the date the service was disconnected.

DROP WIRE

Wires used to connect the aerial, buried or underground distribution facilities to the point where connection is made with a Customer's premise.

E911 SERVICE

See Emergency Number Service.

EMERGENCY NUMBER SERVICE

A telephone exchange communication service whereby a public safety answering point designated by the Customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911.

DEFINITIONS OF TERMS

ENTRANCE FACILITIES

Facilities extending from the point of entrance on private property to the premise on which service is furnished.

EXCHANGE

The area established by the Company for the administration of telecommunications service for which a separate local rate schedule is provided. The area usually embraces a town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

EXCHANGE AREA

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

EXCHANGE SERVICE

Exchange service is a general term describing, as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this document.

- (a) Flat rate service: A classification of exchange service furnished a Customer for which a stipulated charge is made regardless of the amount of use.

FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

HOUSEHOLD

A household comprises all persons who occupy a dwelling unit. A dwelling unit is a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A household includes the related persons (the head of the household and others in the dwelling unit who are related to the head of the household) and also any lodgers or employees who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

DEFINITIONS OF TERMS

IDENTIFICATION NUMBER

An identifying number of a particular model of “Conforming Device” attested by a manufacturer or supplier to comply with the standards and procedures set forth in the Federal Communications Commission’s Part 68.

INITIAL SERVICE PERIOD

The minimum period of time, for which service is provided, which is typically one month.

INSTALLATION CHARGE

A nonrecurring charge associated with optional service features and may sometimes be called an “initial” charge, and may apply in addition to service connection charges.

INTEREXCHANGE PRIVATE LINE

A communication path between two or more serving areas not connected for exchange telephone service.

INTERFACE

- (a) The junction or point of interconnection between two systems or equipment having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.
- (b) The point of interconnection between Company equipment and communications facilities on the premise of the Customer. Also referred to as demarcation point.

INTERFACE EQUIPMENT

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by other than the Company.

INTERLATA

Long distance message telecommunications service where point locations are in a different local access and transport area (LATA).

DEFINITIONS OF TERMS

INTRALATA

Long distance message telecommunications service where service point locations are within the same local access and transport area (LATA).

JACK

A fixed socket designed to permit the establishment of a connection between the local exchange facilities and terminal equipment equipped with cords ending in plugs.

KEY EQUIPMENT

Switching keys located in the telephone base or other housing arranged to pick up or hold a line, or to communicate with other telephones in the Customer's communications system.

KEY TELEPHONE SET

A telephone set equipped with keys or buttons in the housing.

KEY TELEPHONE SYSTEM

An arrangement of equipment in combination with telephone sets and associated keys, to connect those telephones to any one of a limited number of exchange, PBX, intercom or private lines. Line status indicating, signaling, holding or other features, are or may be incorporated.

LINE

See "Access Line."

LOCAL ACCESS AND TRANSPORT AREA (LATA)

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company serving area which are grouped to serve common social, economic, and miscellaneous purposes.

LOCAL CALLING AREA

See "Local Service Area."

LOCAL CHANNEL

Applies to that portion of a channel that connects a station to the interexchange channel or to a channel connecting two or more exchange access lines within an exchange area.

DEFINITIONS OF TERMS

LOCAL EXCHANGE SERVICE

Telecommunications service provided within an exchange for the purpose of establishing connections between Customer premise within the exchange, including connections between a Customer premise and a long distance service provider serving the exchange. Local exchange service may also be referred to as local exchange telephone service.

LOCAL MESSAGE

A communication between two or more exchange access lines within the local service area of the calling telephone.

LOCAL SERVICE

The intercommunication (by means of facilities connected with the Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different serving area between which no toll rates apply.

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished Customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under an extended area service arrangement.

LOCAL SERVICE CHARGE

The charge for furnishing facilities to enable a Customer to send or receive telecommunications within the local service area. This local service calling area may include one or more exchange areas.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

Facilities furnished by means of wire, radio or a combination thereof for telecommunications between service points in different local service areas in accordance with the regulations and system of charges specified by the Company.

MAINTENANCE SERVICE CHARGE

A nonrecurring maintenance charge applied when service difficulty or trouble results from the use of Customer-provided equipment or inside wiring.

DEFINITIONS OF TERMS

MESSAGE

A communication between two or more exchange access lines. Messages may be classified as local or toll.

MILEAGE

The measurement (airline, route, etc.) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

MINIMUM CONTRACT PERIOD

The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment, whether or not retained by the Customer for such minimum length of time.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification and audible tone signals (call progress signals indicating reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

NON-PUBLISHED TELEPHONE NUMBER

A telephone number associated with an exchange access line which, at the request of the Customer, is not listed in the telephone directory and is not made available to the general public by the Company.

NONRECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

NUMBER PORTABILITY

The ability of end users to retain their geographic or non-geographic telephone number when they change service provider, location or their service.

OFF PREMISE EXTENSION (OPX)

A telephone located in a different office or building from the main phone system.

DEFINITIONS OF TERMS

PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use for another service.

PERSON

Includes individuals, partnerships, corporations, governmental bodies, associations and any other such entity.

PREMISE

The same premise consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) the portion of the building occupied by the Customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare or by space occupied by others.
- (c) the continuous property operated as a single farm whether or not intersected by a public road.

PREMISE WIRING

All wire within a Customer's premise, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes riser, buried and aerial cable.

PREASSIGNED NUMBER

A telephone number preassigned before service is actually established.

PREWIRING

Any inside wiring done at the location of a residence or business prior to the initial installation of telephone service.

PRIMARY SERVICE

The initial provision of voice grade access between the Customer's premise and the switched telecommunications network. This includes the initial connection to a new Customer, the move of an existing Customer to a new premise, or the change of a telephone number.

DEFINITIONS OF TERMS

PRIMARY TERMINATION

Applies to channels that extend beyond the continuous property of a Customer or the confines of a single building housing the first premises of more than one Customer. "Primary Termination" also denotes the first termination of such a channel at a station or private branch exchange on the continuous property of a Customer. When more than one Customer's premise is located within the same building, the first termination of such a channel at that building constitutes a "primary termination." For purpose of this definition, the location of a "primary termination" for channel services associated with "switching system services" is considered to be at the "switching system services" serving central office. When the "switching system services" serving central office is not in the same exchange as the main location, the "mileage service area" center for the main location will be used in lieu of the "switching system services" serving central office.

PRIVATE BRANCH EXCHANGE

An arrangement of equipment situated on a Customer's premises consisting of a switching apparatus with an attendant's telephone, telephones connected with the switchboard, and trunks connecting it with a central office. The Private Branch Exchange provides for intercommunications between these telephones, for communication with the general exchange network, and for long distance message telecommunications service.

PRIVATE BRANCH EXCHANGE TRUNKS

Trunks connecting a private branch exchange system with a central office for communication with the general exchange network and for long distance message telecommunications service.

PRIVATE LINE

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

PRIVATE LINE SERVICE

The channels furnished to a Customer for communication between specified locations.

PROTECTIVE CONNECTING ARRANGEMENT

Equipment provided by the Company for electrical protection when facilities provided by other than the Company are connected with facilities provided by the Company.

PUBLIC THOROUGHFARE

A road, street, highway, lane or alley under the control of and kept by the public.

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DEFINITIONS OF TERMS

PUBLISHED TELEPHONE NUMBER

A number that appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory and which also appears in the information records for general public information.

RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

RESIDENTIAL SERVICE

Telecommunications service furnished to Customers when the actual or obvious use is for domestic purposes.

ROTARY HUNTING SERVICE

A central office service arrangement whereby a called busy line in a specified line group will automatically advance until an idle line or trunk is found.

SERVICE CHARGE

A nonrecurring nonrefundable charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a Customer's telephone.

SERVICE TERMS AND CONDITIONS DOCUMENT

The schedule of the Company which contains all rules and regulations and charges, stated separately by type or kind of service and the Customer class.

SERVING CENTRAL OFFICE

The central office from which a Customer's telephone service is normally provided.

STATION EQUIPMENT

Customer-owned or leased equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

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DEFINITIONS OF TERMS

SUPERSEDURE OF SERVICE

An Applicant who otherwise qualifies for the immediate establishment of service may supersede the service of a Customer discontinuing that service when the Applicant is to take service on the premise where service is being rendered, and if a notice to that effect from both the Customer and the Applicant is presented to the Company, and if an arrangement, acceptable to the Company, is made to pay outstanding charges against the service. The Company may require such notice to be in writing.

SUSPENSION OF SERVICE

An arrangement made at the request of the Customer, or initiated by the Company, for temporarily interrupting service.

TELECOMMUNICATIONS SERVICES

The various services offered by the Company as specified in this Service Terms and Conditions Document.

TELEPHONE NUMBER

A numerical designation assigned to a Customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "central office designation."

TELEPHONE SOLICITATION

An unsolicited telephone call.

TEMPORARY DISCONNECTION

See "Suspension of Service."

TEMPORARY SERVICE

The provision of service definitely known to be required for a short period of time (generally less than twelve consecutive months) such as, but not limited to, service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

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DEFINITIONS OF TERMS

TERMINATION AGREEMENT

An agreement between the Company and the Customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the Customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

TERMINATION CHARGE

A charge made to liquidate a Customer's obligations for termination of service prior to the expiration of the initial contract period.

TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the Customer or by the Company under its regulations concerning cancellation for cause.

TOLL MESSAGE

A communication between two exchange access lines, the called access line being outside of the local or service area of the access line from which the message originates.

TOLL RATE

The initial period charge prescribed for a toll message usually based upon a minimum initial period and distance between serving area.

TOLL SERVICE

That part of the total telephone service rendered by the Company which is furnished between different local service areas in accordance with the rates and regulations specified in the Long Distance Message Telecommunications Service Terms and Conditions Document as may be issued or concurred in by the Company.

TRUNK LINE

A telephone communication channel between a central office and a Private Branch Exchange, or a Key System for the common use of all calls or one class between its two terminals.

UNDERGROUND SERVICE CONNECTION

A drop wire or cable which is run underground from a pole line or an underground distributing cable.

DEFINITIONS OF TERMS

VOICE GRADE FACILITY

A communications path typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two points comprised of any form or configuration of physical plant capable of transmitting and receiving these frequencies.

WIRE CENTER

A central office location where telephone feeder and distribution cables are terminated.

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GENERAL RULES AND REGULATIONS

4.1 GENERAL APPLICATION

- 4.1.1** The rules and regulations set out in this Service Terms and Conditions Document apply to the services and associated facilities furnished by the Company within its operating territory in the serving area listed in Section 2 of this Service Terms and Conditions Document.
- 4.1.2** Complete Service Terms and Conditions for Local Exchange Service will be kept at all times on the Company's website where they are available for public inspection.
- 4.1.3** Failure on the part of any Customer to observe these rules and regulations of this Service Terms and Conditions Document gives the Company the right to cancel all contracts and discontinue the furnishing of service.

4.2 ESTABLISHING SERVICE

4.2.1 Availability of Facilities

- A. The rates and charges quoted in this Service Terms and Conditions Document provide for the furnishing of service and facilities where suitable facilities are available
- B. The Company shall not be liable for failure to furnish service
- C. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.2 Application for Service

- A. Applications for service or requests or orders by the Customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
- B. An applicant may be required to make an advance payment at the time the application is accepted, in cases where a deposit is not collected. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Service Terms and Conditions Document are otherwise applicable.

4.2.3 Cancellation or Change in Application for Service

- A. Where the Customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a Cancellation Charge equal to the Minimum Service Charge may apply.
- C. When a Customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the Customer may also be required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.4 Refusal of Service

A. Grounds for Refusal of Service:

1. The Company may refuse to serve an Applicant for any one of the following reasons:
 - a. The Applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be given.
 - b. In extraordinary circumstances where an Applicants unlimited access to the network may result in substantial loss of revenue to the Company.
 - c. For refusal to make a deposit or advanced payment if the Applicant/Customer is required to make a deposit under the requirements outlined in this Service Terms and Conditions Document.

B. Applicant's Recourse

In the event the Company refuses to serve an Applicant, the Company will inform the Applicant of the reasons for its refusal.

4.2.5 Transfer, Assignment, or Supersedure of Service

Service previously furnished to one (1) Customer may not be assumed by a new Customer without lapse in the rendition of service. The new Customer must execute a new service agreement subject to the provisions of this Service Terms and Conditions Document.

GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.6 Minimum Service Periods

Unless otherwise specified elsewhere in this Service Terms and Conditions Document, the minimum service period for all services offered in this Service Terms and Conditions Document is one (1) month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty (30) days.

4.2.7 Priority of Establishment of Service

Applications for service in a particular exchange will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities.

4.3 FURNISHING OF SERVICE

4.3.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premise of a Customer or Authorized User are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this , Service Terms and Conditions Document must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premise at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the Customer's premise, or to remove such facilities which are no longer necessary for the provision of service.

4.3.2 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the Customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The Customer will reimburse the Company for any unusual costs involved.
- B. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.3 Protective Equipment

- A. Protective equipment is required when a hazardous electrical environment is present at a Customer's premise and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or Customers. The Customer must provide the protective equipment subject to Company specifications.
- B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to Customer's premise where there are high ground potentials, even though not required, may be provided by the Customer, subject to specifications, or in accordance with the rates, terms and conditions of this Service Terms and Conditions Document.
- C. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

4.3.4 Telephone Numbers

- A. Telephone numbers may be retained by the Customers as long as the Customer maintains active service within the number portability calling area. The Company reserves the right to change the central office name associated with such numbers assigned to the Customer whenever the Company deems it necessary to do so in the conduct of its business.
- B. The Company shall list each Customer with directory assistance except those numbers not listed at the Customer's request.
- C. Telephone numbers assigned to Customers during the implementation of new service are not guaranteed to the Customer until the number has been physically installed.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.5 Classifications of Service

A. Basis for Classification

1. The determination as to whether Customer's service should be classified as business or residential service is based on the character of the use to be made of the service and facilities. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.
2. The Company reserves the right to classify any local service furnished a Customer as business or residential service, in compliance with this Service Terms and Conditions Document.

B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

D. Changes in classification between residence to business service may be made without change in telephone number if the Customer so desires.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.6 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Service Terms and Conditions Document, is borne by the Company. Where special conditions or requirements of the Customer involve unusual construction or installation costs, the Customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the Customer or other persons authorized to use the service and not due to ordinary wear and tear, the Customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The Customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Service Terms and Conditions Document. The Company shall have the right to charge the Customer for losses experienced as a result of unauthorized tampering.
- C. The Customer may be billed the applicable Minimum Service Charge for each service call to the Customer's premise where off-hook condition is found.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.7 Work Performed Outside Regular Working Hours

The rates and charges specified in this Service Terms and Conditions Document contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a Customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the Customer may be required to pay the amount of additional costs the Company incurs as a result of the Customer's special requirements, in addition to the other rates and charges specified in this Service Terms and Conditions Document.

GENERAL RULES AND REGULATIONS

4.4 USE OF SERVICE AND FACILITIES

4.4.1 Use of Service

- A. The Company may refuse to install or may terminate a Customer's service if it is located on premise of a public or semi-public nature or in a business establishment, where the public in general or patrons of the Customer may make use of the service.
- B. Services provided by the Company may not be resold by the Customer or used in any manner for which the Customer receives compensation from the user except as provided herein:
 - 1. Access services provided pursuant to Interstate or Intrastate Access Services Tariffs the Company issues or concurs in.
 - 2. Services provided to hotels, motels, hospitals, and cellular and paging Customers when such services are resold to guests, patients, or Customers.
- C. The Customer is responsible for payment of all charges of the Company for all services ordered by the Customer, including those that are shared or resold as provided herein, regardless of whether such charges are associated with the Customer's usage or that of any Authorized Users and regardless of whether such Authorized Users have paid the Customer for their share of the Company's charges.

4.4.2 Accessories Provided by the Customer

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Service Terms and Conditions Document. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The Customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.

4.4.3 Limit on Communication

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

GENERAL RULES AND REGULATIONS

4.4 USE OF SERVICE AND FACILITIES (Cont'd)

4.4.4 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.

- B. The Company may suspend or terminate telephone service to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE

4.5.1 Discontinuance of Service

A. Non-payment Service Interruption

In the event of a proposed disconnection of Residential Basic Local Service only, the following procedures shall apply:

1. No Local Service shall be disconnected for non-payment of Local Service Charges until at least twenty nine (29) days from the date of the bill.
2. No Local Service can be disconnected for non-payment of Local Service Charges unless the utility has given the affected Customer a written notice of the proposed disconnection at least five (5) days before the proposed date of disconnection. The notice must include:
 - a. The final payment date of the amount due;
 - b. The reason for the disconnection, including the unpaid balance due;
 - c. A telephone number which the Customer may call for information about the proposed disconnection; and
 - d. The procedure for medical emergencies as hereinafter
3. If a Customer's check is returned for insufficient funds or dishonored by the bank, this constitutes an automatic waiver of the written notice requirements.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.1 Discontinuance of Service (Cont'd)

B. Disconnection with Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account.
2. Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment when a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation.
3. Failure to comply with deposit or guarantee arrangements where required.
4. Failure to pay the account of another Customer as guarantee thereof.

C. Telephone service may be disconnected without notice under either of the following conditions:

1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
2. Where service is connected without authority by a person who has not made application for service, or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the Company's equipment or bypassing the same.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.1 Discontinuance of Service (Cont'd)

D. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the Customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

4.5.2 Termination of Service

A. Termination of Service by the Company

1. When the service is terminated on the initiative of the Company because of violation of its regulations by the Customer, the regulations stipulated in the paragraph below for termination of service by the Customer apply.
2. Should service be terminated for nonpayment of charges, restoration of service will be made only as prescribed in Section 4.5.3 of this Service Terms and Conditions Document.

B. Termination of Service by the Customer

Service may be terminated at any time upon reasonable notice from the Customer to the Company. Upon such termination, the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges, if any.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.3 Restoration of Service

- A. For restoration of a Customer's Telecommunications Service when service has been disconnected the following conditions are applicable. Service Charges are discussed in Section 5 of this Service Terms and Conditions Document.
- B. If the Customer's service has been terminated the Customer must reapply for telephone service as a new applicant before having service restored. Such application will be subject to applicable Service Charges.
- C. At its discretion, the Company may restore or re-establish service, which has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for the violation of the provisions of this Service Terms and Conditions Document. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

4.6 CUSTOMER RELATIONS

4.6.1 General

- A. The Company will maintain a current set of maps showing the physical locations of its facilities and telephone exchange locations. Each central location will have available up-to-date maps or records of its immediate area, with such other information as may be necessary to enable the Company to advise applicants and others entitled to the information, as to the facilities available for serving that locality.
- B. Upon request for service by an Applicant or upon request for transfer of service by a Customer, the Company shall inform the applicant or Customer of the Company's lowest priced alternatives available at the Customer's location. The Company shall provide this information beginning with the lowest priced alternative and giving full consideration to applicable service or equipment options and Installation Charges.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.1 General (Cont'd)

- C. The Company will post a notice in a conspicuous place in each business office of the Company where applications for service are received informing the public that copies of the rate schedules and rules relating to the services of the Company-are available for inspection on the company website.
- D. The Company will provide to all new telephone Customers, at the time service is initiated a website to access information relating to rates and services; bill payment policies; regulations in regard to termination of service; billing disputes; information about alternative payment plans; reconnection of service after involuntary termination; Customer complaints, supervisory review by the Company and registering a complaint with the Commission; Company business office hours, addresses and telephone numbers; deposits; statement of nondiscrimination; and availability of any special services such as readers or notices in Braille, as well as the telephone number of the teletypewriter for the deaf at the Commission.

4.6.2 Customer Complaints

- A. Upon complaint to the Company by a Customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.
- B. In the event the complainant is dissatisfied with the Company's report, the Company will advise the complainant of the Commission complaint process, and inform the complainant that they may contact the Division at the Commission which is responsible for handling complaints.
- C. Upon receipt of a complaint, either by letter or by telephone, from the Commission on behalf of a Customer, the Company shall make a suitable investigation and advise the Commission within thirty (30) days of the results thereof.
- D. The Company shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges, which require no further action by the Company, will not be recorded.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit

A. Definition of Applicant and Customer

For purposes of this subsection, an Applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service or has received service in the past.

B. Establishment of Credit

The Company may require an Applicant, a presently disconnected Customer, or a former Customer to satisfactorily establish credit for the purpose of guaranteeing final payment for service. Such establishment of credit will not relieve the Customer from prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared telephone service. Credit history applies equally to both, without modification.

C. Interests on Deposits

The Company shall pay interest on deposits at a rate not to exceed the rate established by the Commission. Interest on deposits shall accrue annually and shall be credited annually, calculated to November 1 of each year for the time such deposit was held by the Company by means of a payment to the subscriber or a credit to current billing with a designation on the bill that the credit is for earned interest.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

D. Deposit Required

1. The required initial deposit shall be a flat rate based on the services purchased.
2. An additional deposit may be required from a Customer when excessive toll occurs and there is a known credit risk, either upon written notice or verbal notification subsequently confirmed in writing. If the deposit requirement is not met, toll restriction may be applied where technically available.

E. Information Provided With Deposits

At the time a deposit is required, the Company may provide written information about deposits to Applicants for, or Customers of, business or residential service.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

F. Records of Deposits

1. The Company will keep records to show:
 - a. The name and address of each depositor;
 - b. The amount and date of the deposit; and
 - c. Each transaction concerning the deposit.
2. The Company will issue a receipt of deposit to each Applicant or Customer from whom a deposit is received and will provide means whereby a depositor may establish his claim if the receipt is lost.

G. Refund of Deposit:

If service is not connected or after disconnection of service, the Company will promptly and automatically refund the Customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of the Company shall not be deemed a disconnection where refund of the deposit is concerned.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.4 Payment for Service

A Customer shall be responsible for the payment of all charges for services and equipment furnished the Customer, including charges for services originated and/or charges accepted at the Customer telephone. Failure to receive a bill or disconnect notice does not relieve the Customer of the responsibility for payment provided the Company has followed procedures for proper Customer notification. The services or facilities furnished by the Company may be suspended for failure of the Customer to pay any sum due as set forth under Sections concerning discontinuance of service.

A. Billing Period and Charges

1. Bills for telephone service will normally be rendered monthly. Bills may be rendered more frequently, however, when it is considered necessary or advisable by the Company. Bills shall show the Company name, toll free contact telephone number, period of time covered by the billings, and shall show a clear listing of all charges due and payable, including outstanding amounts in the same Customer class that the Company may have chosen to transfer from a Customer's prior delinquent account(s). Payment of charges for moves and changes and other Nonrecurring Charges may be required prior to completion.
2. Charges for local services and facilities are payable monthly in advance.
3. Special charges, fees, and taxes - An additional charge shall be added to the Customer's bill for service, which is equal to the pro rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now or hereafter imposed by any municipal taxing body or municipal authority whether by statute, ordinance, law, or otherwise, and whether presently due or to hereafter become due, upon approval of the charge by the Commission.
4. The Company will provide the Customer with a breakdown of Local Service Charges at the time service is initially installed or modified, or if requested by the Customer. The Customer may also choose to receive an itemized breakdown of Local Service Charges monthly that will be provided by the Company at a reasonable charge. Delivery of billing information via electronic or other format other than paper will be supplied at rates and terms to be determined on an individual case basis.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.4 Payment for Service (Cont'd)

A. Billing Period and Charges (Cont'd)

5. A Late Payment Charge will be applied to amounts owed to the Company but not received within twenty (20) days of the billing date.

B. Pro Rating of Charges

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month will be pro rated.

C. Suspended or Disconnected Service

1. Should service be suspended for nonpayment of charges, it will be restored only as provided in Section 4.5.3 of this Service Terms and Conditions Document.
2. When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement that is subject to the provisions of this. Service Terms and Conditions Document.

D. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill but before the due date of the next bill if a Customer so requests. If the Customer does not fulfill the terms of such payment arrangements the Company shall have the right to disconnect service. A disconnect notice must be issued prior to termination of service, if one had not been issued before the payment arrangement was executed.

GENERAL RULES AND REGULATIONS**4.6 CUSTOMER RELATIONS** (Cont'd)**4.6.5 Allowance for Interruptions**

In the event a Customer's service is interrupted other than by the negligence or willful act of the Customer or for mechanical problems past the Company's facility connection point with the Customer, and it remains out of order for twenty-four hours or longer after being reported to be out of order and after access to the premise is made available, appropriate adjustments or refunds shall be made to the Customer. 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 the pro-rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund is calculated as follows:

$$\text{Amount of Refund} = \frac{\text{Total number of Days Interrupted}}{\text{Total Number of Days in Billing Period}} \times \text{Monthly Rate}$$

4.6.6 Adjustment of Charges for Overbilling and Underbilling

If billings for Telecommunications Service are found to differ from the Company's lawful rates for the services being purchased by the Customer, or if the Company fails to bill the Customer for such services, a billing adjustment shall be calculated by the Company.

The backbilling for both overcharges and undercharges to the Customer shall not exceed twelve (12) months.

If such undercharges are one hundred dollars (\$100.00) or more, the Company shall offer the Customer a deferred payment plan option for the same length of time as that of the underbilling.

4.6.7 Disputed Bills

- A. In the event of a dispute between a Customer and the Company regarding any bill for telecommunications service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the Customer and, in the event the dispute is not resolved, shall inform the Customer of the complaint procedures of the Commission.
- B. A Customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed thirty (30) days. The Customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.7 Disputed Bills (Cont'd)

C. Any Customer or Applicant for service requesting the opportunity to dispute any action or determination of the Company under the Customer service rules as set out in the Company's Service Terms and Conditions Document shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately following the Customer's request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected ending completion of the review. If the Customer chooses not to participate in such review or to make arrangements for such review to take place within thirty (30) days after requesting it, the Company may disconnect service, providing notice has been issued under standard disconnect procedures. Any Customer who is dissatisfied with the review by the Company will be informed of their right to file a complaint and/or request a hearing before the Commission. The results of the supervisory review must be provided in writing to the Customer within thirty (30) days of the review, if requested.

4.7 LIABILITY OF THE COMPANY

4.7.1 Service Irregularities

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate Local Service Charge to the Customer for the period of service during which such service irregularities occur and continue.

However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or failure or defects in facilities furnished by the Company which are caused or contributed to by the negligence or willful act of the Customer, Authorized User, or Joint User or which arise from the use of Customer provided premise equipment shall not result in the imposition of any liability whatsoever upon the Company.

GENERAL RULES AND REGULATIONS

4.7 LIABILITY OF THE COMPANY (Cont'd)

4.7.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other Company or companies furnishing a portion of such service.

4.7.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the Customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof.

4.7.4 Defacement of Premise

The Company is not liable for any defacement or damage to the premise of a Customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premise.

GENERAL RULES AND REGULATIONS

4.8 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

4.8.1 General

Arrangements will be developed on a case-by-case basis in response to a bona-fide request from a Customer or Applicant to develop a competitive bid for a service offered under this Service Terms and Conditions Document. Rates quoted in response to such competitive request may be different than those specified for the services in this Service Terms and Conditions Document. ICB rates will be offered to the Customer or Applicant in writing and on a nondiscriminatory basis.

4.9 TEMPORARY PROMOTIONAL PROGRAMS

4.9.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges to introduce present or potential Customers to a service not previously received by the Customer(s).

4.10 APPLICATION OF RATES

4.10.1 Charges Based on Duration of Use

Where charges for a service are based on duration of use, i.e. the duration of the telephone call, the call will be measured in terms of initial and additional increments. All fractions of an increment will be rounded to the next whole increment. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. Timing begins at the starting event and ends at terminating event, unless specified otherwise. Time between the starting event and the terminating event is the call duration. The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful", i.e., upon the seizure of an inbound trunk. The terminating event occurs when the Company's terminal receives a signal from the LEC that either the calling party or the called party has hung up.

GENERAL RULES AND REGULATIONS

4.10 APPLICATION OF RATES (Cont'd)

4.10.2 Charges Based on Distance

Where charges for a service are based on distance the distance between the two points will be measured in airline miles. Airline miles will be calculated as follows:

- A. Obtain the Vertical (V) and Horizontal (H) coordinates assigned to each point.
- B. Obtain the difference between the "V" coordinates and the difference between the "H" coordinates.
- C. Square each difference obtained in step B. above.
- D. Add the square of the "V" difference and the "H" difference obtained in step C. above.
- E. Divide the number obtained in step D. by ten (10). Round to the next whole number.
- F. Obtain the square root of the whole number obtained in step E. above. Round to the next higher whole number. This is the airline mileage.

SERVICE CHARGES

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SERVICE CHARGES

5.1 DEFINITIONS

5.1.1 Account

A Customer's record relating to his/her service or equipment billed to a telephone number. Service may be located on one (1) or more premise as long as it is part of his/her main telephone system and billed to the main telephone number.

5.1.2 Service Charge Elements

A. Service Order Charge

The Company's charge associated with the receipt, recording and processing of information in connection with a Customer's or Applicant's request for service to be provided to the same account, at the same time and on the same premise or continuous property.

B. Customer Premise Visit Charge

The Company's charge associated with a trip to the Customer/Applicant's premise to comply with the Customer/Applicant's request to establish service.

5.2 APPLICATION OF CHARGES

5.2.1 General

- A. Service Charges are in addition to other rates and charges normally applied under this Service Terms and Conditions Document, and are applicable for all services furnished to the Customer as indicated throughout.
- B. The Service Charges specified in this Service Terms and Conditions Document are intended to cover costs incurred by the Company to establish, add to, or to rearrange service as requested by the Customer.
- C. The Service Charges in this Section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the Customer requests that work be performed at hours outside of the normal business hours (9:00 a.m. to 5:00 p.m.) or business week (Monday - Friday), or interrupts work once begun, an additional charge applies based on the additional costs incurred by the Company.

SERVICE CHARGES

5.2 APPLICATION OF CHARGES (Cont'd)

5.2.1 General (Cont'd)

- D. Except as otherwise provided in this Section, all changes in location of Customer's equipment or service from one (1) premise to another are treated as new service connections and the appropriate Service Charges will be applied.
- E. Payment of Service Charges may be required at the time of application for service, or upon presentation of a bill.
- F. Service Charges are not applicable for:
 - 1. Moves or changes required for normal maintenance and repair of the Company's service.
 - 2. Change or correction in billing name or address when there is not a change in responsibility and no connection, disconnection, move or change in the service.
 - 3. An upgrade or regrade of service for Company reasons.
 - 4. The connection of telephone sets or other terminal equipment when no line connection or central office access work is required.
 - 5. Telephone number changes for Company reasons.
 - 6. When existing Customers disconnect their Local Exchange Access Service.
 - 7. Implementing a toll blocking service requested either at the time the telephone service is established at a new number or within sixty (60) days of the establishment of the service.
 - 8. Changes in the election of an interexchange toll carrier by the Customer.

SERVICE CHARGES

5.2 APPLICATION OF CHARGES (Cont'd)

5.2.2 Specific Application of Service Charges

A. Service Order Charges

1. Service Order Charges are applicable:

- a. For requests to establish an account for initial connection of service.
- b. For connection of additional local exchange access lines, private lines or detached access lines to an established service.
- c. For changes and transfers of service involving a change in name and responsibility, except in the case of a surviving spouse who has established service.
- d. For restoration of service disconnected for non-payment of telephone bills.
- e. For subsequent requests for service, for restoration of service at the Customer's request, and for requests for change in class or grade of service.
- f. For service ordered while that Customer has a pending service order and which requests services that cannot be included on the pending service order.
- g. For additions, moves or changes of lines in the same building or in different buildings on the same premise.
- h. For each telephone number changed at the Customer's request, including number changes to provide trunk hunting. No charge is applicable for a number change initiated by the Company.
- i. For changes to a directory listing if a Customer requests this change more than once in a calendar year.
- j. When two (2) or more segments of a local private line or detached access line are bridged in the central office. In this event, a Service Order Charge will apply for each segment of the affected line.

SERVICE CHARGES

5.2 APPLICATION OF CHARGES (Cont'd)

5.2.2 Specific Application of Charges (Cont'd)

B. Customer Premise Visit Charge

1. A Premise Visit Charge is applicable when a trip to the Customer's premise is required to complete work requested by a Customer, as shown on the related Service Order.
2. A Premise Visit Charge is not applicable to complete disconnection of service or a change in service or facilities initiated by the Company.

5.3 SCHEDULE OF SERVICE CHARGES

A. Service Order Charge:

- | | | |
|----|--|-----------------------------------|
| 1. | For a service order associated with new service | \$ 0.00 |
| 2. | Installation Fee – Additional Telephone Outlet or change | \$60.00 plus \$35.00 per wallfish |

B. Premise Visit Charge \$ ICB

For premise visit associated with a Customer request.

C. Late Payment Charge 5% of total bill

D. Long Distance Change Charge \$ 5.00

SERVICE CHARGES

5.4 TERMINATION CHARGE

5.4.1 General

When a Customer cancels an order for service prior to the establishment of service or the expiration of the initial contract period, a Termination Charge may be applicable.

5.4.2 Rates and Charges

RESERVED FOR FUTURE USE

5.5 RETURNED CHECK CHARGE

5.5.1 General

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business.

5.5.2 Rates and Charges

Return Check Charge, per occurrence \$ 20.00

SERVICE CHARGES

5.6 RESTORATION OF SERVICE CHARGE

5.6.1 General

When service is temporarily suspended for non-payment of charges and the service will be restored upon payment of past-due charges, as discussed in Section 4 of this Service, Terms, and Conditions Document. In addition, a Restoration of Service Charge will be applied.

5.6.2 Rates and Charges

Restoration Service Charge \$ 10.00

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

6.1 CONNECTION ON CUSTOMER PREMISE

6.1.1 General

Terminal equipment, inside wiring and/or communications systems may be connected at the Customer's premise to facilities furnished by the Company for telecommunications services, subject to the conditions and rates set forth in this Section and as otherwise provided in this Service Terms and Conditions Document.

6.1.2 Responsibility of the Company

- A. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided terminal equipment, inside wiring or communications system. Telecommunications Services are not represented as adapted to the use of all types of terminal equipment or communications systems. Where terminal equipment or communication systems are used with Telecommunications Services, the responsibility of the Company shall be limited to the furnishing of service components suitable for Telecommunications Services and to the design, maintenance and operation of service components in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.
- B. At the Customer's request the Company will provide information concerning interface parameters, including the number of ringers that may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with Telecommunications Services.
- C. The Company may make changes in its Telecommunications Service, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC rules. If such changes can be reasonably expected to render any Customer's terminal equipment incompatible with Telecommunications Service, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the Customer will be given adequate notice at least thirty (30) days in advance, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

6.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

6.1.2 Responsibility of the Company (Cont'd)

- D. The Company shall not be responsible to the Customer if such changes, which are not inconsistent with Part 68 of the FCC Rules and Regulations, render the Customer-provided terminal equipment, protective circuitry, or communications systems obsolete or require modification or alteration of such equipment.

6.1.3 Liability of the Company

- A. The Company will not be responsible for any loss, damage or any impairment or failure of service arising from, or in connection with, the use of terminal equipment.
- B. The Company will not be liable for damages arising out of injuries to persons or property caused by the Customer-provided terminal equipment from voltages or currents transmitted over the facilities of the Company.

6.1.4 Responsibility of the Customer

- A. Upon request of the Company, the Customer shall give proper notice of intention to the Company when connection of terminal equipment or protective circuitry is made. The Customer also shall provide to the Company the line(s) to which such connection is to be made, the FCC Registration Number and the Ringer Equivalence of the registered terminal equipment or registered protective circuitry, so as to comply with the FCC Rules and Regulations.
- B. The operating characteristics of Customer-provided terminal equipment, inside wiring or communications systems shall be such as to not interfere with any of the services offered by the Company, and shall conform to the network protection criteria set forth in this Section. In addition, terminal equipment and facilities shall be operated within the limits set forth below:
 - 1. The safety of Company employees or the public cannot be endangered.
 - 2. Operation of the equipment and facilities cannot damage, require change in, or alteration of, the equipment or other facilities of the Company.
 - 3. No interference with the proper functioning of Company equipment or facilities.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

6.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

6.1.4 Responsibility of the Customer

4. The operation of the equipment and facilities cannot impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services.
- C. Upon suitable notification to the Customer, the Company may make such tests and inspections as may be necessary to determine that the above requirements are being fulfilled in connection with the installation, operation and maintenance of Customer-owned facilities or equipment. The Company may interrupt the connection if at any time such action should become necessary in order to protect any of its services because of departure from these requirements.
- D. Upon notice from the Company that the terminal equipment of the Customer is causing or is likely to cause hazard or interference, the Customer shall make such changes as may be necessary to remove or prevent such hazard or interference, and shall confirm in writing to the Company within ten (10) days following receipt of notice from the Company that such changes have been made. When immediate action is required to protect the Company's facilities from hazards caused by terminal equipment, the Company may immediately take such action as is necessary without prior notice to the Customer. As soon as possible after such action is taken, the Company will inform the Customer of the nature of the hazard and the type of remedial action taken. Failure of the Customer to remove the hazard or make remedial changes in the terminal equipment or to give the required written confirmation to the Company shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Service Terms and Conditions Document.
- E. The Customer indemnifies and saves the Company harmless against claims for infringements of patents arising from combining terminal equipment used in connections with facilities of the Company.

6.1.5 Connection at Hazardous or Inaccessible Locations

Terminal equipment and facilities which serve a location which the Company considers impractical to serve because of hazard or inaccessibility may be used or connected with facilities of the Company for Telecommunications Service through connecting equipment furnished by the Company.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

6.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

6.1.6 Connections of Registered Equipment

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the Customer's premise to the telecommunications network, subject to Part 68 of the FCC Rules, and the provisions of this Service Terms and Conditions Document.

1. All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules are continually satisfied. The Company may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.

B. Premise Wiring Associated With Registered Communications Systems

2. Protected premise wiring requiring acceptance testing for imbalance is premise wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Company's facilities.
3. Unprotected premise wiring is all other premise wiring. Customers who intend to connect premise wiring other than fully-protected premise wiring to the telephone network shall give advance notice to the Company and comply with the procedures specified in Part 68 of the FCC Rules, or as otherwise authorized by the FCC.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

6.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

6.1.6 Connections of Registered Equipment (Cont'd)

4. The Company may invoke extraordinary procedures as specified in Part 68 of the FCC Rules where one or more of the following conditions are present:
 - a. Information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely.
 - b. A failure has occurred during acceptance testing for imbalance; or
 - c. Harm has occurred and there is reason to believe that this harm was a result of wiring operations performed under Part 68.
5. In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than fully-protected premises wiring installations as set forth in Part 68 of the FCC Rules.

C. Connections Involving National Defense and Security

In certain cases, Part 68 of the FCC Rules permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:

1. The connection is required in the interest of national defense and security;
2. The equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or Company employees; and
3. The work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

6.2 RECORDING OF TWO-WAY TELEPHONE CONVERSATIONS

6.2.1 General

- A. Telecommunications Services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services as follows:
 - 1. A distinctive recorder tone that is repeated at intervals of approximately fifteen (15) seconds is required when recording equipment is in use and is connected with services of the Company; or
 - 2. All parties to the telephone conversation must give their prior consent to the recording of the conversation. The prior consent must be obtained in writing, or be part of, and obtained at the start of the recording.
- B. The voice recording equipment shall be so arranged that, at the will of the user, it can be physically connected to and disconnected from the services of the Company or switched on and off.
- C. A broadcast licensee shall be exempt from the above recording requirements provided at least one of the following requirements is met:
 - 1. The licensee informs each party to the call of its intent to broadcast the conversation;
 - 2. each party to the call is aware of the licensee's intent to broadcast the call; or
 - 3. such awareness of the licensee's intent to broadcast the call may be reasonably imputed to the party.
- D. The Federal Communications Commission has established exceptions to these requirements in cases of recording of: calls to and from emergency numbers involving health, safety, police, public utilities and road service; calls made by the U.S. Department of Defense Emergency Command Centers and U.S. Nuclear Regulatory Commission Operations Centers; calls made from patently unlawful purposes (such as bomb threats, kidnap ransom requests and obscene telephone calls); calls made by the U.S. Secret Service concerning Presidential security; and calls made by law enforcement or intelligence authorities acting under color of law.

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

6.3 SERVICE CHARGES

6.3.1 Failure of Acceptance Tests

If the premise wiring of communications systems fails acceptance tests monitored by, or participated in by, the Company as provided in Section 68.215 of the FCC's code and/or if the wiring has caused harm to the network, the Customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

6.3.2 Line Conditioning or Treatment

Should a Customer's line require treatment or conditioning other than that which would normally be required to operate a local loop because of the connection of Customer premise equipment or transmission of data, the Customer will be required to bear the cost that exceeds normal engineering standards for local loops. The cost will be determined on an individual cost basis.

6.3.3 Damages to Facilities

Customers providing their own premises equipment shall reimburse the Company for the cost of damages or changes requested by the Customer to facilities or equipment of the Company, caused by the negligence or willful act of the Customer or resulting from improper use of Company facilities, or due to the malfunction of any facilities or equipment provided by other than the Company.

SERVICE OFFERINGS AND RATES

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Issued By: Terry Huval, Director of Utilities

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SERVICE OFFERINGS AND RATES

7.1 SERVICE DESCRIPTIONS

7.1.1 Universal Emergency Number Service 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number “911” dialing to its Customers for simplified emergency access police, fire and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those Customers who have been requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit or creating any Company obligation, either express or implied, toward any third person or legal entity other than the Customer. The Company’s entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Service Terms and Conditions Document by statute.

Telephone service, including access to 911 services will not be available during an electrical power outage without a backup battery. Your LUS Fiber telephone service is equipped with a backup battery in which your telephone service will continue to operate for up to 8 (eight) hours during a power outage. However, the battery will not power cordless telephones or other equipment that may be connected to your telephone line that requires electricity from your premises. In order to maintain your 911 service and have it operate properly, you may not move your telephone equipment to a new address as emergency operators will be unable to accurately identify your location during an actual emergency. It is your responsibility to monitor the health of the battery and to obtain a replacement if the battery is reaching the end of its useful life. Please refer to the LUS Fiber Customer Backup Battery Policy which can be found at www.lusfiber.com for instructions on how to monitor your LUS Fiber backup battery. If you would like to establish telephone service at a new address or obtain a new backup battery for your existing address, please contact LUS Fiber Customer service at 993-4237 (99-FIBER).

SERVICE OFFERINGS AND RATES

7.1 SERVICE DESCRIPTIONS

7.1.2 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to:

- Place or receive calls to any calling Station in the Customer's local calling area, as defined herein;
- Access enhanced Universal Emergency Number 911 Service where available;
- Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- Access Operator Services;
- Access Directory Assistance;
- Place or receive calls to 800/888 telephone numbers;
- Access Telecommunications Relay Service.

SERVICE OFFERINGS AND RATES

7.1 SERVICE DESCRIPTIONS

7.1.3 Service Offerings

All services offered in this Service Terms and Conditions Document are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

7.1.3.1 Residential and Business Local Service

The Company's residential and business local dial tone service includes unlimited local calling, and in the case of residential service, a calling feature package. Ala Carte calling features are also available on a per feature basis.

7.1.3.2 Directory Assistance and Operator Services

Directory Assistance provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. Operator Services provides assistance with placing alternatively dialed or alternatively billed calls via an operator or automated platform.

7.1.3.3 Main Number Retention (Number Portability)

Main Number Retention is an optional feature by which a Customer, who was formally a Customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

7.1.3.4 Non-listed and Non-Published Telephone Number Service

Non-listed Telephone Number Service provides for suppression of the telephone number from the alphabetical section of the directory but the number remains available in directory assistance records and will be furnished upon request of the calling party. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a Non-listed telephone number in the directory shall attach to the Company. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by publication of a Non-listed telephone number. Non-Published Telephone Number service provides for suppression of the telephone number from both printed and recorded directory listings.

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SERVICE OFFERINGS AND RATES

7.1 SERVICE DESCRIPTIONS

7.1.3 Service Offerings

7.1.3.5 Blocking Services

This service is a feature that permits customers to restrict access from their telephone to various discretionary services. The Company will offer one time free set up for blocking of all 900 and 900-type services. Subscribers will be given the option for blocking at the time their service is established. The Company will require written requests for unblocking. This service has no monthly or recurring charge.

7.1.3.6 Directory Listings

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by publication errors.

7.1.3.7 Call Management Features

A comprehensive description of Call Features is available on the Company Website.

7.1.3.8 Local Calling Scope

<u>Exchange Area</u>	<u>LATA</u>	<u>Exchange Areas in Local Calling Area</u>
Lafayette	488	All exchanges within the 337 NPA

SERVICE OFFERINGS AND RATES

7.2 RATES AND CHARGES

7.2.1 Local Exchange Service – Monthly Recurring Rates and Charges

Residential rates are published on the Company website.

Business Basic Telephone Line per line, \$ 35.58
Includes Call Waiting or Line Hunting/Rollover and
Cancel Call Waiting and \$ 0.05 per minute long distance*.

Business Basic with Unlimited LD* \$ 55.00

Business Basic Plus with Unlimited LD* \$ 45.00
Includes telephone line plus unlimited LD when
purchased with Business Basic Feature Package.

Business Basic Premium with Unlimited LD* \$ 35.00
Includes telephone line plus unlimited LD when
purchased with Business Premium Feature Package.

*The Louisiana PSC does not regulate this service, referenced here for informational purposes only.

SERVICE OFFERINGS AND RATES

7.2 RATES AND CHARGES

7.2.1 Local Exchange Service – Monthly Recurring Rates and Charges

<u>Business Basic Feature Package</u>	\$ 7.00
Includes 3-Way Calling, Anonymous Call Rejection, Speed Calling, Call Transfer, Call Forwarding.	

<u>Business Premium Feature Package</u>	\$ 20.00
All features in the Business Basic Feature Package plus Call Forwarding Busy, Call Forwarding No Answer, Selective Call Acceptance, Call Forward Selective, Selective Call Rejection, Caller ID and Call Waiting Caller ID.	

<u>Disaster Communications Suite</u>	<u>Business</u> \$ 15.00
Includes Call Forwarding, Dependable Call Forward and Call Forwarding Remote	

<u>800 Service</u>	
800 Basic Plan	\$ 5.00
800 Directory Listing	\$ 5.00
800 with Account Code Plan	\$ 2.00

<u>Vanity Number</u>	
One time charge	\$ 36.00

<u>Telephone Number Change Request</u>	\$ 25.00
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SERVICE OFFERINGS AND RATES**7.2 RATES AND CHARGES****7.2.1 Local Exchange Service – Monthly Recurring Rates and Charges**Directory Assistance Charges

A Customer may obtain Local Directory Assistance (DA) in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the Customer, for the automatic dialing of the requested number.

Each call to Directory Assistance will be charged as follows:

Per Call, within basic local calling scope and LATA/NPA Serving area	\$ 1.50
Per Call, outside basic local calling scope and LATA/NPA Serving area	\$ 1.99
Call Completion Charge	\$ 1.25

Operator Assistance Charges

Station to Station Customer Dialed Calling Card, each	\$ 1.00
Station to Station Operator Assisted Sent Paid, Collect 3 rd Number, each	\$ 2.50
Person-to-Person, each	\$ 5.00
Operator Dialed Surcharge, in addition to above rate, per Number dialed	\$ 1.25
Zero Minus Charge	\$ 1.25

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Original Page 9**SERVICE OFFERINGS AND RATES****7.2 RATES AND CHARGES****7.2.1 Local Exchange Service – Monthly Recurring Rates and Charges**

<u>Ala Carte Call Features #:</u>	<u>Business</u>
3 Way Calling	\$1.17
Anonymous Call Rejection	\$1.17
Automatic Callback	\$ 1.00 or in feature pkg.
Automatic Recall	\$ 1.00 or in feature pkg.
Call Forwarding	\$ 1.17
Call Forwarding-Selective	\$ 1.00 or in feature pkg.
Call Forwarding – Busy	\$ 1.00 or in Premium pkg.
Call Forwarding – Don't Answer	\$ 1.00 or in Premium pkg.
Call Forwarding – Fixed	\$ 1.00 or in feature pkg.
Call Forwarding – Remote	\$ 8.00
Call Trace	\$ 1.00
Call Transfer	\$ 2.00
Call Waiting	included in line rate
Call Waiting ID	\$ 0 with Caller ID or Premium Package
Caller ID	\$ 8.80 or in Premium pkg.
Caller ID Block	\$ 1.00 or in Premium pkg.
Cancel Call Waiting	included in line rate
Dependable Call Forward	\$10.00
Distinctive Ring/Teen Line	\$1.00
Do Not Disturb	\$ 1.00 or in feature pkg.
Hunt Group	\$ 0.00
Intercom Service	\$ 1.17
Outgoing Call Block	\$ 1.00 or in feature pkg.
Selective Call Rejection	\$ 1.00 or in feature pkg.
Selective Call Acceptance	\$ 1.00 or in feature pkg.
Speed Dial	\$ 1.17
Toll Control w/Pin	\$ 3.00
Warm Line	\$1.00
Hot Line	\$ 1.00
Account Code – Non Validated	\$ 3.00
Account Code – Validated	\$ 5.00
Restrict International Calling	No Charge
Toll Restriction	No Charge
Vanity Number	\$ 36.00 NRC
Number Change Request	\$ 25.00 NRC

Call Feature descriptions are available on the Company Website.

SERVICE OFFERINGS AND RATES

7.2 RATES AND CHARGES

7.2.1 Local Exchange Service – Monthly Recurring Rates and Charges

Directory Listing Service

One standard white page directory listing is available free of charge. Additional and special listings are available at the following rates:

	<u>Business</u>
Additional listing	\$ 2.50
Cross Reference listing	\$ 1.94
Alternate listing	\$ 2.25
Alternate Listing (Night, Sundays, Holidays)	\$ 2.25
Bold Listing	\$ 2.50
Bold Plus Listing	\$ 3.50
Designer Line Bold Listing	\$ 4.50
Designer Line Bold Plus Listing	\$ 4.50
Designer Line Standard	\$ 3.50
Script Listing	\$ 2.40
Script Plus Listing	\$ 3.50
Special Text Listing	\$ 2.10

Unlisted and Non Published Telephone Number Service

	<u>Business</u>
Non-listed Number	\$ 3.50
Non-Published Number	\$ 5.50

SERVICE OFFERINGS AND RATES

7.2 RATES AND CHARGES

7.2.1 Local Exchange Service – Monthly Recurring Rates and Charges

PRI Service, up to 2 PRI's:

12 month term**, per month Includes Caller ID, Dependable Call Forward and 1500 minutes of long distance*	\$ 450.00
24 month term**, per month Includes Caller ID, Dependable Call Forward and 2000 minutes of long distance*	\$ 415.00
36 month term**, per month Includes Caller ID, Dependable Call Forward and 2500 minutes of long distance*	\$ 375.00

Early termination fees apply and will be calculated based on the full per month charge assessed on the number of months remaining on the contract.

PRI Service, 3+ PRI's:

12 month term**, per month Includes Caller ID, Dependable Call Forward and 1500 minutes of long distance*	\$ 415.00
24 month term**, per month Includes Caller ID, Dependable Call Forward and 2000 minutes of long distance*	\$ 375.00
36 month term**, per month Includes Caller ID, Dependable Call Forward and 2500 minutes of long distance*	\$ 350.00

Early termination fees apply and will be calculated based on the full per month charge assessed on the number of months remaining on the contract.

*The Louisiana PSC does not regulate long distance service, referenced here for informational purposes only.

** Requires the purchase of DID Service

SERVICE OFFERINGS AND RATES

7.2 RATES AND CHARGES

7.2.1 Local Exchange Service – Monthly Recurring Rates and Charges

DID Service

Active DID Block of 20 Numbers, per month	\$ 3.00
Reserve DID Block of 20 Numbers, per month	\$ 3.00

Business Term Discount Telephone Service

12 month term, per month	\$ 50.00
Includes analog telephone dial tone service, Pick 5 Phone Feature Package and 250 minutes of long distance*	
24 month term, per month	\$ 45.00
Includes analog telephone dial tone service, Pick 5 Phone Feature Package and 300 minutes of long distance*	
36 month term, per month	\$ 40.00
Includes analog telephone dial tone service, Pick 5 Phone Feature Package and 500 minutes of long distance*	

Pick 5 Phone Feature Package

A Customer subscribing to a Term Discount Telephone Service Plan may select five (5) telephone features from the following list to be included at no additional charge: Caller ID or Voice Mail*, Call Forward, 3 Way Calling, Speed Dial, Call Transfer, Selective Call Acceptance, Selective Call Rejection, Call Forward Busy, Call Forward No Answer, Automatic Recall, Automatic Call Back, Outgoing Call Block, Do Not Disturb

Early termination fees apply and will be calculated based on the full per month charge assessed on the number of months remaining on the contract.

*The Louisiana PSC does not regulate this service, referenced here for informational purposes only.