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LOCAL EXCHANGE SERVICES

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*This tariff Intrado Communications, LLC P.S.C. Wyoming Tariff No. 5 replaces West Telecom Services, LLC P.S.C. Wyoming Tariff No. 2 currently on file with the Commission in its entirety due to Company name change.*

INTRADO COMMUNICATIONS, LLC

3200 West Pleasant Run Road, Suite 300  
Lancaster, Texas 75146

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

This tariff contains the description, regulations and rates for the furnishing of resold and facilities-based local exchange data services provided by Intrado Communications, LLC, throughout the State of Wyoming. The principal offices of Intrado Communications, LLC are located at: 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146. This tariff is on file with the Wyoming Public Service Commission, and copies may be inspected, during normal business hours, at the Company's place of business in Lancaster, TX.

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CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
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12	Original	*	37	Original	*			
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14	Original	*	39	Original	*			
15	Original	*	40	Original	*			
16	Original	*	41	Original	*			
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
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23	Original	*	48	Original	*			
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\* - indicates those pages included with this filing

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SYMBOLS

The following are the only symbols used for the purposes Indicated below:

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

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**TARIFF FORMAT**

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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of local exchange telecommunications services by Intrado Communications, LLC ("Company") to business Customers within the State of Wyoming.

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**SECTION 1 - DEFINITIONS****1.1 Definitions**

Certain terms used generally throughout this tariff are defined below:

Advance Payment - The payment required before the start of service.

Authorized User - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Commission - The Wyoming Public Service Commission.

Company - Intrado Communications, LLC, unless specifically stated otherwise.

Customer or Subscriber - The person, firm or corporation which orders intrastate common carrier service pursuant to this tariff and is responsible for the payment of charges and compliance with the Company's regulations. Customer includes joint and authorized users.

Dedicated Access Service - An arrangement whereby a Customer or other common carrier uses a dedicated private line facility to access the Company's network.

Interruption - The inoperability of the subscriber line due to Company facilities malfunction or human error.

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

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange,

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

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SECTION 1 – DEFINITIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

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

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

State - Wyoming

User or End User - A Customer, or any other person authorized by a Customer to use service provided under this tariff



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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. exchange telecommunications services throughout the State of Wyoming pursuant to this general tariff offering of service to the general public.
- B. The Company offers resold and facilities based local exchange telecommunications services throughout the State of Wyoming.
- C. The services offered herein may be used for any lawful purpose, including business, governmental or other use. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations herein.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.1 Scope, (Cont'd.)**

- D. The Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariffs of such other communications carriers which are applicable to such connections.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control including but not limited to acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Ownership of Facilities**

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service in accordance with this tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in the data transport or other facilities and associated equipment, plans or proposals provided by the Company. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period (but in any event not more than fifteen (15) days following the request, in as good condition as reasonable wear will permit.

**2.1.4 Governmental Authorizations**

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. Such authorizations may include but are not limited to governmental approvals, consents, licenses, franchises, and permits. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other federal, state or local governing entity or agency. The Customer shall fully cooperate in and take any action as may be requested by the Company to comply with such governmental requirement.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Rights-of-Way**

Where economically feasible (in the sole opinion of the Company), the Company shall use reasonable efforts to obtain and maintain, directly or through third parties, rights-of-way necessary for installation of the facilities used to provide the Company's services to the Customer's property line, building entrance, or other service point as agreed to by the Company. The Customer's use of such rights-of-way shall in all respects be subject to the agreement between the Company and such third parties relating thereto.

**2.1.6 Customer Service**

The Company's customer service representatives for billing and service inquiries may be reached, toll free at (866) 905-1735. Customers wishing to communicate with the Company in writing may send correspondence to 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146.

**2.1.7 Term of Service**

The minimum term of service under this tariff is one month. Service is provided 24-hours per day, 7-days per week. For purposes of this tariff, a month is considered to have 30 days.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.2 Liability of the Company**

- 2.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of allowances as set forth in section 2.3 of this tariff captioned: "Allowances for Interruptions in Service." The extension of such allowances for interruption shall be the sole remedy of the Customer, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.2.2 The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States government having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.2.3 The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.2 Liability of the Company, (Cont'd.)**

- 2.2.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.2.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.
- 2.2.6 The Company is not liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- 2.2.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's use of the Company's facilities.
- 2.2.8 The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. Any claim, action or proceeding against the Company which is not filed or commenced within one (1) year after the earlier of: (a) the rendering of the service, or (b) the occurrence of the event with respect to which such claim arose, shall be deemed waived if not brought within such one year period.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.2 Liability of the Company, (Cont'd.)**

- 2.2.9 With respect to the furnishing of the Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service, or (b) the sum of \$ 1,000.00.
- 2.2.10 In the event parties other than the Customer, including but not limited to joint users and the Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.
- 2.2.11 Failure by the Company to assert its right, pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- 2.2.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

**2.3 Allowances for Interruptions in Service**

At the Customer's request, a credit allowance for continuous interruptions of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.3 Allowances for Interruptions in Service, (Cont'd.)****2.3.1 Credit for Interruptions**

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable to the Customer.
- B. A credit allowance will be made for continuous interruption periods lasting twenty-four (24) hours or longer. An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative. If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.
- C. A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by the Customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.



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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.3 Allowances for Interruptions in Service, (Cont'd.)****2.3.1 Credit for Interruptions, (Cont'd.)**

- D. For calculating credit allowances, every month is considered to have 30 days. A credit allowance will be calculated for any continuous service interruption lasting twenty-four (24) hours or longer on the basis of the proportion of interrupted minutes to total monthly minutes.
- E. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

**2.3.2 Limitations on Allowances**

No credit allowance will be made for:

- A. interruptions due to noncompliance with this tariff on the part of the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer, other user, or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. periods of impaired service during which the Customer continues to use the service;

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

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

## 2.3.2 Limitations on Allowances, (Cont'd.)

- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruptions of service during scheduled maintenance, after reasonable notice to the Customer;
- H. interruptions of service resulting from the failure, malfunction or removal of facilities, power or equipment provided by the Customer;
- I. interruptions of service due to circumstances or causes beyond the control of the Company, or interruptions the credit allowance for which would amount to less than one dollar.

## 2.4 Obligations of the Customer

## 2.4.1 Scope

The obligations of the Customer shall include the following:

- A. The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or its employees, agents, contractors or suppliers, by the Customer's noncompliance with this tariff by malfunction or failure of any equipment or facility provided by the Customer or its agents, employees or suppliers, or by fire, theft or other casualty on the Customer's premises, unless caused by the gross negligence or willful misconduct of the Company's employees or agents.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.4 Obligations of the Customer, (Cont'd.)****2.4.1 Scope, (Cont'd.)**

- B. The Customer shall provide at no cost to, and, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for Company facilities and equipment installed on the Customer's premises, the Customer shall cooperate with the Company in choosing the location, size and characteristics of the Company's equipment space on the Customer's premises, which shall define the point of termination of the Company's service. The Customer may be required to pay, in the sole discretion of the Company, additional nonrecurring charges for any additional points of termination within the Customer's premises.
  
- C. The Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of the Company's equipment space on the Customer's premises, Any costs associated with obtaining and maintaining the rights-of-way described herein, including any necessary building modification costs, shall be borne entirely by the Customer. The Customer shall also be responsible for complying with all applicable laws and obtaining all required permits or other approvals related to the location and installation of Company facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide sonic or all such non-regulated services and facilities.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.4 Obligations of the Customer, (Cont'd.)****2.4.1 Scope, (Cont'd.)**

- D. The Customer shall provide a safe place to work and be responsible for complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents install or maintain the Company's facilities and equipment. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to, during and after any construction or installation work. The Customer may be required to install and maintain Company facilities and equipment if, in the Company's opinion, the equipment space provided by the Customer is a hazardous area.
  
- E. The Customer shall grant or obtain permission for Company employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to Company's facilities.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.4 Obligations of the Customer, (Cont'd.)****2.4.1 Scope, (Cont'd.)**

- F. The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to Company equipment and facilities, and for ensuring that such Customer-provided equipment is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such Customer-provided equipment shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of Customer-provided equipment that is or is proposed to be attached to the Company's facilities. The Company may provide, at the Customer's expense, any additional protective equipment required in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- G. The Customer warrants that the services ordered pursuant to this tariff are intrastate in nature.
- H. The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

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

2.4.2 Payments

Obligations of the Customer with regard to payments shall include:

- A. The Customer shall be responsible for payment of all applicable charges pursuant to this tariff for facilities and service furnished to the Customer or to authorized or joint users or to the Customer's customers. The Company's services are provided on a "take or pay" basis, that is, Customer is responsible for the applicable charges for services as ordered, whether or not Customer actually uses all or part of those services or capacity.
- B. The Customer shall pay all sales, use, excise, access, bypass or other local, state and Federal taxes, fees (including franchise fees), charges or surcharges, however designated, imposed on or based on the provision, sale or use of the Company's services, excluding gross receipts taxes and taxes on the Company's net income. Such taxes shall be separately stated on the Customer's invoice.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.4 Obligations of the Customer, (Cont'd.)****2.4.2 Payments, (Cont'd.)**

- A. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- B. The Customer agrees that the Company may conduct an independent verification of the Customer's financial condition at any time, and the Customer agrees to promptly supply such financial information as may be reasonably requested by the Company. If, in the sole opinion of the Company, a the Customer presents an undue risk of nonpayment at any time the Company may require that the Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.4 Obligations of the Customer, (Cont'd.)****2.4.2 Payments, (Cont'd.)**

- C. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

**2.4.3 Indemnification**

With respect to any service or facility provided by the Company, or otherwise in the event of the Customer's breach of any of the provisions of this tariff, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses., for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- B. any claim., loss, damage, expense or liability for infringement of ally copyright, patent, trade secret, or any proprietary or intellectual properly right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company.

**2.4.4 Third Party Vendor Charges**

For the avoidance of doubt and notwithstanding any other provision of this tariff or other customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by the Company for the service, the Customer shall be responsible for and reimburse the Company for ally and all charges, fees, assessments of any kind or nature, including bill not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon the Company relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies the Company for all Third Party Charges and agrees to defend and hold the Company harmless for all damages, losses, claims or judgments arising out of any Third Party Charges.



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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Cancellation of Service**

A Customer may terminate service, with or without cause, by giving the Company notice. If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees and expenses incurred by the Company in connection with construction and with such termination. In addition, the Customer may be liable for termination charge up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value at six percent).

**2.6 Discontinuance of Service**

2.6.1 The Company may terminate service, with at least thirteen (13) calendar days' written notice to the Customer, for Customer non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, or for failure of the Customer to permit the Company to have reasonable access to its equipment. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; the Customer tampering with the Company's equipment; or the Customer's unauthorized or illegal use of the Company's service or equipment.

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.6 Discontinuance of Service, (Cont'd.)**

- 2.6.2 The written termination notice to a Customer will contain, at a minimum, the following information:
- A. A statement advising the Customer that the Company cannot terminate service by reason of nonpayment during the pendency of any complaint, investigation, hearing or appeal, initiated by a Customer within such period of time after the mailing of a termination notice; however, the Company may terminate service during the pendency of any complaint, investigation, hearing or appeal, if the amount of charges accruing and outstanding subsequent to the initiation of any complaint, investigation, hearing or appeal exceeds on a monthly basis the average monthly bill for the previous three months or if the Customer fails to keep current his telephone account for all undisputed charges or fails to comply with any amortization agreement.
- 2.6.3 Upon the Company's discontinuance of service to the Customer under this Section the Company in addition to all other remedies that may be available to the Company at law or in equity or under any other provisions of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term of service specified in the service order to be immediately due and payable (discounted to present value at six percent).
- 2.6.4 Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, or an assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to the Customer, the Company may, in addition to any other remedy available at law or in equity, immediately discontinue or suspend service. refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.6 Discontinuance of Service, (Cont'd.)**

2.6.5 Upon condemnation of any significant portion of the facilities or associated equipment used by the Company to provide service to the Customer or if a casualty renders all or any significant portion of such facilities or equipment inoperable beyond feasible repair, the Company may discontinue or suspend service, refuse additional orders for service and/or refuse to complete any pending orders for service upon notice to the Customer, without incurring any liability.

2.6.6 Upon any governmental prohibition or required alteration of the services provided or ordered, or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

**2.7 Changes in Equipment and Services**

2.7.1 The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to the Customer's service order.

2.7.2 The Customer shall not cause or allow any facility or equipment of the Company to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.7 Changes in Equipment and Services,. (Cont'd.)**

2.7.3 Upon receipt of a written request from the Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such changes. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to the Company's termination charges.

**2.8 Prohibited Uses**

2.8.1 The services the Company provides shall not be used for any unlawful purpose or for any use with respect to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer.

2.8.2 The Customer shall not use the Company's service offerings for resale and/or for shared use unless, if requested to do so by the Company, the Customer has first demonstrated that such use complies with relevant laws, regulations, policies, orders, decisions and other governmental or legal requirements,

2.8.3 The Customer may not use the Company's services so as to interfere with or impair any other service or impair the privacy of any communications over any of the Company's facilities and associated equipment or over the facilities and equipment of any other communications carrier connected to the Company's facilities.

2.8.4 The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.9 Assignment**

2.9.1 The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.9.2 The Customer may, upon prior written consent of the Company, assign its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. Any attempt of the Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company shall be null and void.

**2.10 License, Agency or Partnership**

No license, express or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

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LOCAL EXCHANGE SERVICES

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.11 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.12 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. The Company will notify the Commission prior to effective date of promotions.

2.13 Waiver of Nonrecurring Charges

The Company reserves the right to waive nonrecurring charges for moves, additions, and deletions.

2.14 Deposits

The Company will not require deposits from Customers.

2.15 Advance Payments

The Company will not require advance payments from Customers.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.16 Contested Charges**

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in the timeframe specified in Section 2.4.2.B. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

- 2.16.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- 2.16.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Wyoming Public Service Commission. The address of the Commission is:

Hansen Building, Suite 300  
5215 Warren Avenue  
Cheyenne, Wyoming 82002

**2.17 Taxes**

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange or long distance telecommunications service.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE****3.1 Timing of Calls**

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (i.e. when two-way communications is possible), and ends when either party hangs up.
- 3.1.2 None of the Company's service offerings are time-of-day sensitive.
- 3.1.3 No charges apply if a Call is not completed.
- 3.1.4 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is over (1) minute for a connected call.
- 3.1.5 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.6 Usage begins when the called party picks up the receiver (i.e. when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to sixty (60) seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.
- 3.1.7 The Company will not knowingly charge for Incomplete or unanswered Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any Incomplete or unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.



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 LOCAL EXCHANGE SERVICES
 

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## SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)

## 3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day.

## 3.3 Calculation of Distance

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

The airline distance between any two (2) rate centers is determined as follows:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

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LOCAL EXCHANGE SERVICES

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SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Minimum Call Completion Rate

The Customer can expect a Call completion rate of at least ninety-five percent (95%) of all calls attempted, within three (3) seconds of the attempt, during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems to ensure that at least ninety percent (90%) of the Customers accessing their system will be served during the Busy Hour.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Exchange Access Service****3.5.1 General**

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

receive calls from other stations on the public switched telecommunications network;

access other services offered by the Company as set forth in this tariff;

access certain interstate and international calling services provided by the Company;

access (at no additional charge) the Company's operators and business office for service related assistance;

access (at no additional charge) emergency services by dialing 0- or 911; and

access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

**A. Base Line Service**

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which are set forth in Section 3.9.5 of the tariff.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Exchange Access Service, (Cont'd.)****3.5.1 General, (Cont'd.)****B. Directory Listings**

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number<sup>1</sup> in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge.

**C. IntraLATA Toll Presubscription****1. Application**

The Company offers presubscribed intraLATA toll dialing services and provides full 2-PIC dialing parity in all exchanges in CenturyTel local calling areas. Customer charges for intraLATA toll presubscription are set forth in Section 4.1.1 of this tariff

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<sup>1</sup> For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Exchange Access Service, (Cont'd.)****3.5.1 General, (Cont'd.)****C. IntraLATA Toll Presubscription, (Cont'd.)****1. Application, (Cont'd.)**

Customers may presubscribe for intraLATA toll service either by contacting the Company or another ITSP directly. Where a Customer designates the Company or another ITSP as its primary intraLATA toll carrier, no access code is required to be dialed for intraLATA toll service. Alternatively, if a Customer chooses not to presubscribe to the Company or another ITSP for intraLATA toll service, the Customer will be compelled to dial an access code (i.e. 1010-XXX) to an ITSP for all intraLATA toll Calls.

The Company will neither initiate nor accept presubscription requests except where the Company receives, either directly from the Customer or from a submitting carrier, the Customer's written authorization in accordance with the rules prescribed by the FCC in 47 C.F.R. §§ 64.1150(a), and 64.1160, and any additional rules enacted by this Commission or the FCC.

**2. Assignment of NO-PIC**

Where a new Customer or a Customer ordering an additional line does not select a service package that includes the Company's service, the Customer will receive a "NO-PIC" and will be required to make use of dial-around carriers for its access needs.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Exchange Access Service, (Cont'd.)****3.5.1 General, (Cont'd.)****C. IntraLATA Toll Presubscription, (Cont'd.)****3. Free Initial Presubscription Selection Periods****(a) Existing Customers**

Existing Customers will have ninety (90) days from the date that they order local exchange service from the Company to select, at no charge, their choice of intraLATA toll carrier. Customers may make their selection either by contacting the Company or the ITSP directly. Customers may make only one (1) free selection during this ninety (90) day grace period.

The Customer's initial free PIC selection must be made within ninety (90) days of subscribing to the Company's service. After this time, any and all PIC selections or changes made are subject to the nonrecurring PIC' Change Charge set forth in Section 4.1.1 of this tariff.

**(b) New Customers**

New Customers or Customers ordering a second line from the Company will be asked to select an intraLATA toll carrier at the time that their service order is placed. If a Customer cannot decide upon an intraLATA toll carrier at this time, they will be assigned a NO-PIC designation, and will have thirty (30) days from the date they order local exchange service from the Company to select an intraLATA toll carrier. Customers may make their selection either by contacting the Company or the ITSP directly. Customers may make only one (1) free selection during this thirty (30) day grace period. A new Customer's initial free PIC selection must be made within the first thirty (30) days, ninety (90) for existing Customers, of subscribing to the Company's service and or of adding a new line to the Company's service. After this time, any and all PIC selections or changes made are subject to the nonrecurring PIC change charge set forth in Section 4.1.1 of this tariff. Customers will be notified of ILI' options and rights in writing.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Exchange Access Service, (Cont'd.)****3.5.1 General, (Cont'd.)****C. IntraLATA Toll Presubscription, (Cont'd.)****3. Free Initial Presubscription Selection Periods, (Cont'd.)****(c) Free Selection, Defined**

A free selection consists of the following: Designating either the Company or another ITSP as the Customer's PIC, thereby requiring no access code to access intraLATA toll dialing service, or

Choosing not to presubscribe to the Company or to another ITSP for intraLATA toll service. By making this selection, a Customer will be compelled to dial an access code (i.e. 101 0-XXX) to place all intraLATA toll Calls.

**4. PIC Freezes**

A PIC freeze prevents a change in a Customer's PIC selection unless the Customer gives the Company its express consent to lift the freeze. Three (3) way calling will be accepted to remove PIC-freezes.

The Company will neither offer nor market PIC freezes to Customers.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)**

## 3.5 Exchange Access Service, (Cont'd.)

## 3.5.1 General, (Cont'd.)

## C. IntraLATA Toll Presubscription, (Cont'd.)

## 5. PIC Freeze Removal

The Company will neither offer nor market PIC freezes to Customers. As a result, the Company will not offer Customers a mechanism for removing PIC freezes.

## 6. ITSP Cancellation of IntraLATA Toll Presubscription

In the event that the ITSP providing intraLATA services to the Company's Customer elects to discontinue Feature Group D service after the implementation of intraLATA toll presubscription service, the ITSP will notify, in writing, all of the Company's Customers that have selected the ITSP of such discontinuance, as well as request that such Customers select a new ITSP. Under these circumstances, the ITSP will pay the PIC change charge on the Customer's behalf, and will notify, in writing, the Commission of such discontinuance of service.

In some circumstances, the ITSP may be the Company.

## 7. Verification of Orders

All PIC change orders submitted to the Company by other ITSPs must be confirmed in writing, in accordance with 47 C.F.R. §§64.1150(a) and 64.1160. All PIC change orders must be set forth in a separate document created for the sole purpose of authorizing a PIC change. This document must be signed and dated by the Customer requesting the PIC change, and shall contain at least the following, in clear and unambiguous form:



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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Exchange Access Service, (Cont'd.)****3.5.1 General, (Cont'd.)****C. IntraLATA Toll Presubscription, (Cont'd.)****8. Verification of Orders**

Customers billing name and address;  
The telephone number/s, to be covered by the PIC change order;  
The decision to change the PIC to the ITSP;  
The Customer designates the ITSP to act as its agent for the PIC change;  
The Customer understands that only one carrier may be designated as the Customer's preferred ITSP;  
The Customer understands that a PIC change fee may be involved.

**D. 911 Emergency Services**

Emergency Services (Enhanced 911) allows Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call.

The Company will provide access to 911 and E911 services on a toll-free basis, to all Customers in Wyoming, either directly or through arrangements with other telecommunications carriers.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.6 Resold Local Exchange Service****3.6.1 Description**

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

**3.7 Local Calling Service****3.7.1 Description**

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network<sup>2</sup> bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

**3.7.2 Basic Local Exchange Service**

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 4 following.

**3.7.3 Expanded Local Exchange Service**

This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified in Section 4 following. All calls to the Expanded Local Calling Area<sup>2</sup> will be charged a per call setup and per minute access charge as specified in Section 4 following. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 4 following.

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<sup>2</sup> Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

<sup>3</sup> As specified in Verizon/BA-MD's tariff in effect and as amended from time-to-time.

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LOCAL EXCHANGE SERVICES

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SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)

3.7 Local Calling Service, (Cont'd.)

3.7.3 Expanded Local Exchange Service, (Cont'd.)

A. Time Periods

Day and Night/Weekend rates apply as follows:

<u>Rates</u>	<u>From</u>	<u>To (but not including)</u>	<u>Days Applicable</u>
Day	9:00 A.M.	9:00 P.M.	Mon. - Fri.

Night/Weekend All other days, times, and holidays.

LOCAL EXCHANGE SERVICES

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SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)

3.8 IntraLATA Calling Service

3.8.1 Description

IntraLATA calling service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network<sup>4</sup> bearing the designation of any central office exchanges, areas, and zone outside of the Customer's Basic Calling Area but within the same state and LATA.

3.8.2 Time Periods

Day Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

<u>Rates</u>	<u>From</u>	<u>To (but not including)</u>	<u>Days Applicable</u>	<u>Discount Applicable</u>
Day	8:00 A.M.	12:00 P.M.	Mon. - Fri.	0%
	1:00 P.M.	5:00 P.M.	Mon. - Fri.	0%
Evening	5:00P.M.	11:00 P.M	Mon. - Fri.	25%
Night/Weekend	All other times			50%

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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<sup>4</sup> Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.9 Miscellaneous Local Exchange Services****3.9.1 Service Implementation****A. Description**

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service,

**3.9.2 Restoration****A. Description**

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

**Custom Calling Features**

Call Waiting

Call Forwarding

Variable Three-Way Calling

Speed Calling (8-code)

Speed Calling (30-code)

Call Forwarding Busy Line

Call Forwarding Don't Answer

Call Forwarding Don't Answer - Ring Control

Call Return

Repeat Dialing

Preferred Call Forwarding

Call Block

Call Tracing

Caller ID

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.9 Miscellaneous Local Exchange Services, (Cont'd.)****3.9.3 Operator Services**

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

**A. Definitions**

Person-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station - Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Billed to Non-Proprietary Calling Card - Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.9 Miscellaneous Local Exchange Services, (Cont'd.)****3.9.4 Busy Line Verify and Line Interrupt Service****A. Description**

Upon request of a calling party the Company will verify a busy condition on a called line.

1. The operator will determine if the line is clear or in use and report to the calling party.
2. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

**B. Regulations**

1. A charge will apply when:
  - (a) The operator verifies that the line is busy with a call in progress.
  - (b) The operator verifies that the line is available for incoming calls.
  - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
2. No charge will apply:
  - (a) When the calling party advises that the call is to or from an official public emergency agency.
  - (b) Under conditions other than those specified in 3.10.2.B(1) preceding.
3. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

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LOCAL EXCHANGE SERVICES

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SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)

3.10 Special Arrangements

3.10.1 Special Construction

A. Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

1. nonrecurring type charges;
2. recurring type charges;
3. termination liabilities; or
4. combinations thereof.



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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.10 Special Arrangements, (Cont'd.)****3.10.2 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
  - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - (a) equipment and materials provided or used,
    - (b) engineering, labor and supervision,
    - (c) transportation, and
    - (d) rights-of-way:
  - 2. license preparation, processing, and related fees;
  - 3. tariff preparation. processing, and related fees;
  - 4. cost of removal and restoration, where appropriate, and
  - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE, (CONT'D.)****3.10 Special Arrangements, (Cont'd.)****3.10.3 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. All ICB rates are subject to Commission approval.

**3.10.4 Temporary Promotional Programs**

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 Customers. All promotions are subject to Commission approval.

LOCAL EXCHANGE SERVICES

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SECTION 4 – RATES AND CHARGES

4.1 Exchange Access Service

4.1.1 PIC Change Charge

	Nonrecurring Charge
After initial selection, initial line:	\$5.00
Additional line:	\$5.00

4.2 Exchange Access Service

4.2.1 Basic Line Service

Nonrecurring and monthly recurring rates per Basic Line apply as follows to both business and residential Customers:

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>	
On-Net Services			
<u>Basic Local Exchange Service</u>			
<u>Flat Rate Service</u>		<u>1-11 Lines</u>	<u>12+ Lines</u>
1 <sup>st</sup> Line	\$35.00	\$44.00	\$41.80
Each Addl. Line	\$35.00	\$44.00	\$41.80
<u>Measured Rate Service</u>			
1 <sup>st</sup> Line		\$12.00	\$11.40
Each Addl. Line		\$12.00	\$11.40
<u>Expanded Local</u>			
Message Rate Service	\$0.40	\$12.00	\$11.40

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**LOCAL EXCHANGE SERVICES**

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**SECTION 4 – RATES AND CHARGES, (CONT'D.)**

## 4.3 Directory Listings

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Each Additional Listing:	N/A	\$1.05
Non-Listed Semi Private Listing	N/A	\$1.10
Non-Published Private Listing	N/A	\$1.45

LOCAL EXCHANGE SERVICES

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.4 Resold Local Exchange Service

Rates apply to business Customers.

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
<u>Resold Basic Lines</u>		
<u>Flat Rate Service</u>		
1 <sup>st</sup> Line:	\$87.00	\$34.11
Each Addl. Line:	\$87.00	\$34.11
<u>Measured Service</u>		
1 <sup>st</sup> Line:	\$87.00	\$40.50
Each Addl. Line:	\$87.00	\$40.50
<u>Resold Basic Trunks<sup>5</sup></u>		
<u>Flat Rate Service</u>		
1 <sup>st</sup> Trunk:	\$87.00	\$40.50
Each Addl. Trunk:	\$87.00	\$40.50
<u>Measured Service</u>		
1 <sup>st</sup> Trunk:	\$87.00	\$40.50
Each Addl. Trunk:	\$87.00	\$40.50
Per line:	\$0.45	
Per PBX trunk:	\$4.05	

<sup>5</sup> Includes Hunting

LOCAL EXCHANGE SERVICES

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SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.4 Resold Local Exchange Service, (Cont'd.)

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
<u>Resold Local Usage</u>		
<u>Flat Rate Calling</u>	Unlimited	
 <u>Measured Rate Call</u>		
 <u>Peak</u>	<u>1<sup>st</sup> Min.</u>	<u>Add. Min.</u>
Intra-wire Center	\$0.0250	\$0.0100
All Other Local Calls	\$0.0400	\$0.0150
 <u>Off-Peak</u>	<u>1<sup>st</sup> Min.</u>	<u>Add. Min.</u>
Intra-wire Center	\$0.0063	\$0.0025
All Other Local Calls	\$0.0100	\$0.0038

The following rates for local Exchange Resold Services are set forth in Section 4 of the tariff.

Resold features associated with Resold Local Exchange Service will be priced according to the rates established for such features in the underlying carrier's effective intrastate tariffs.

LOCAL EXCHANGE SERVICES

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SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.5 Local Calling Service

The rates set forth in this section apply to all direct dialed local calls. For operator-assisted local calls, the operator charges listed in Section 4 apply in addition to the charges listed below. Rates apply to both business and residential Customers

Usage Charges - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

4.5.1 Monthly Message Allowance

<u>Type of Service</u>	<u>Basic Calling Area</u>	<u>Extended Calling Area</u>
Basic Local Exchange Service	None	None <sup>6</sup>
Expanded Local Exchange Service	None	None

\* Additional message charge of \$0.09 for each message over monthly allowance.

4.5.2 Expanded Calling Area

<u>Measured Service</u>	<u>Per Minute Rates</u>	
	<u>1<sup>st</sup> Min.</u>	<u>Addl. Min.</u>
	\$0.031	\$0.013

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<sup>6</sup> Customers of Basic Local Exchange Service are billed intraLATA rates for calls to destinations within the state and LATA but outside the Basic Local Calling Area.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 4 – RATES AND CHARGES, (CONT'D.)****4.6 IntraLATA Calling**

<u>Mileage</u>	<u>First Minute</u>	<u>Per Minute Rates</u>	
			<u>Additional Minute</u>
0-8	\$0.0550		\$0.0440
9-12	\$0.0660		\$0.0550
13-16	\$0.0825		\$0.0660
17-21	\$0.0990		\$0.0825
22-26	\$0.1265		\$0.0990
27-31	\$0.1265		\$0.1100
32-41	\$0.1265		\$0.1210
42-56	\$0.1265		\$0.1265
57-71	\$0.1265		\$0.1265
72-87	\$0.1265		\$0.1265
88-127	\$0.1265		\$0.1265
128+	\$0.1265		\$0.1265



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LOCAL EXCHANGE SERVICES

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SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.7 Operator Services

<u>Per Call Charges</u>	<u>IntraLATA</u>	<u>InterLATA</u>
Person-to-Person (Operator Assisted)	\$3.00	\$3.00
Station-to-Station (Operator Assisted)	\$2.00	\$2.00
Billed to Non-Proprietary Calling Card (additional surcharge)	\$0.60	\$0.60
Directory Assistance*	\$0.40	\$0.40
Directory Assistance Call Completion	\$0.30	\$0.30

- \* Residential Customers receive six (6) free Directory Assistance Calls each month.
- \* Residential Customers may make up to two (2) requests for Directory Assistance Call.
- \* Physically and visually impaired persons, not able to use a telephone directory, will not be charged for any Directory Assistance Calls.

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LOCAL EXCHANGE SERVICES

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## SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.8	Busy Line Verify and Line Interrupt Service	
	Busy Line Verify Service (each request) (each request)	\$0.75
	Busy Line Verify and Busy Line Interrupt Service (each request)	\$1.20
4.9	Service Implementation	
	Per Service Order	<u>Nonrecurring Charge</u> \$87.00
4.10	Restoration of Service	
	Per Occasion	<u>Nonrecurring Charge</u> \$87.00
4.11	Return Check Charge	
	Per Occasion	\$25.00

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 LOCAL EXCHANGE SERVICES
 

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## SECTION 4 – RATES AND CHARGES, (CONT'D.)

## 4.12 Charges for Connecting or Changing Service

	<u>Nonrecurring Charge</u>	<u>Nonrecurring Charge</u>
<u>Line Connection Charge</u>		
Applies per exchange access line or trunk,		
First Line	\$84.00	\$35.00
Additional Line (each)	\$84.00	\$35.00
<u>Line Change Charge</u>		
Applies per exchange access line or trunk		
First Line	\$8.00	\$25.00
Additional Line (each)	\$8.00	\$25.00
<u>Secondary Service Charge</u>		
Applies per Customer request		
Each	\$8.00	N/A
<u>Premises Work Charge</u>		
First 15 minute increment or fraction thereof		
Per increment	\$17.00	N/A
Each Additional 15-minute increment or fraction thereof		
Per increment	\$9.00	N/A

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 LOCAL EXCHANGE SERVICES
 

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## SECTION 4 – RATES AND CHARGES, (CONT'D.)

## 4.13 Custom Calling Service

<u>Resold Rates</u>	<u>Nonrecurring Charge</u>	<u>Nonrecurring Charge</u>
<u>Business/Business PBX Individual Features:</u>		
Call Waiting		\$4.00
Call Forwarding Variable		\$4.00
Three-Way Calling		\$4.00
Speed Calling (8-code)		\$2.00
Speed Calling (30-code)		\$4.50
Call Forwarding Busy Line		\$2.00
Call Forwarding Don't Answer		\$2.00
Call Forwarding Don't Answer - Ring Control		\$2.00
Call Return (per line)		\$4.50
Call Return (per use)	\$0.75	N/A
Repeat Dialing (per use)	\$0.75	N/A
Preferred Call Forwarding (per line)		\$4.50
Call Block (per line)		\$6.00
Call Tracing (per line)		\$4.50
Per line		\$1.00
Per Successful Trace (non-subscription)		N/A
Caller ID (per line)		
Caller ID - Calling Number Delivery		\$8.50
Caller ID - Calling Number & Name		\$9.50

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**LOCAL EXCHANGE SERVICES**

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**SECTION 4 – RATES AND CHARGES, (CONT'D.)****4.14 Exemptions and Special Rates****4.14.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDS for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDS. The credit to be given on a subsequent bill for such calls placed between TDDS will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

**4.14.2 Directory Assistance for Handicapped Persons**

There is no charge for Directory Assistance for handicapped persons. Such persons must notify the Company of the handicap.

**4.14.3 Exemptions and Special Rates****A. Discounts for Telecommunications Relay Service**

For intrastate toll calls received from the telecommunications relay service, there will be a 50 percent discount off the applicable rate for a voice non relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for a voice non relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.