



Schedule Applicable to
LOCAL EXCHANGE TELECOMMUNICATION SERVICES

Within the State of

IOWA

Telplex Communications

16830 Ventura Boulevard, Suite 350
Encino, CA 91436

This Service Guide ("Service Guide") contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications services provided by Telplex Communications ("Company"), with principal offices at 16830 Ventura Boulevard, Suite 350, Encino, CA 91436, for Services furnished within the State of Iowa. This Service Guide is on file with the Iowa Utilities Board ("Board"), and copies may be inspected, during normal business hours, at the Company's principal offices.

This Telplex Communications Service Guide is subject to change by the Company from time to time. See Telplex Communications' web site for current version. This Service Guide reflects the version in effect as of January 1, 2015.

TABLE OF CONTENTS

Table of Contents	2
Table of Contents	2
Application of Service Guide	3
Section 1 – Definitions.....	4
Section 2 – Regulations	9
2.1. Undertaking of the Company	9
2.1.1. Scope.....	9
2.1.2. Shortage of Equipment or Facilities	9
2.1.3. Terms and Conditions	10
2.1.4. Limitations on Liability	12
2.1.5. Notification of Service-Affecting Activities	17
2.1.6. Provision of Equipment and Facilities	18
2.1.7. Non-routine Installation	19
2.1.8. Special Construction.....	20
2.1.9. Ownership of Facilities	20
2.2. Prohibited Uses	21
2.3. Obligations of the Customer	22
2.3.1. General.....	22
2.3.2. Liability of the Customer	24
2.4. Customer Equipment and Channels.....	25
2.4.1. General.....	25
2.4.2. Station Equipment.....	25
2.4.3. Interconnection of Facilities	26
2.4.4. Inspections.....	27
2.5. Payment Arrangements	28
2.5.1. Payment for Service	28
2.5.2. Billing and Collection of Charges.....	28
2.5.3. Disputed Bills	30
2.5.5. Deposits.....	31
2.5.6. Refusal or Disconnection of Service by Company.....	34
2.5.7. Cancellation of Application for Service	38
2.5.8. Changes in Service Requested	38
2.6. Allowances for Interruptions in Service	39
2.6.1. General.....	39
2.6.2. Limitations of Allowances	40
2.6.3. Use of Another Means of Communications	41
2.6.4. Application of Credits for Interruptions in Service	41
2.7. Use of Customer’s Service by Others	42
2.7.1. Joint Use Arrangements	42
2.8. Cancellation of Service/Termination Liability.....	43

This Telplex Communications Service Guide is subject to change by the Company from time to time. See Telplex Communications’ web site for current version. This Service Guide reflects the version in effect as of January 1, 2015.

2.8.1.	General.....	43
2.8.2.	Termination Liability.....	43
2.9.	Transfers and Assignments	43
2.10.	Customer Liability for Unauthorized Use of the Network	44
2.10.1.	Customer Liability for Fraud and Unauthorized Use of the Network.....	44
2.11.	Notices and Communications.....	45
2.12.	Taxes, Fees and Surcharges	45
2.13.	Miscellaneous Provisions.....	46
2.13.1.	Telephone Number Changes	46
2.13.2.	Carrier Presubscription	46
3.1.	Application of Rates.....	50
3.1.1.	Types of Charges.....	50
3.1.2.	Call Timing for Usage Sensitive Services	52
3.2.	Exchange Service Areas.....	53
3.3.	Basic Local Service.....	53
3.3.1.	Local Exchange Access Lines and Trunks	53
3.4.	Custom Calling features	55
3.4.1.	General.....	55
3.4.2.	Features	55
3.5.	OTHER SERVICES	64
3.6.	DIRECTORY LISTINGS; DISTRIBUTION OF DIRECTORIES	65
3.7.	NON-PUBLISHED SERVICE	65
3.8.	DIRECTORY SERVICES AND LISTING.....	65
3.9.1	The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.....	66
3.9.2.	The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.....	66
3.9.3.	The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges will not apply.	66
3.9.4.	Rates	66
3.10	SERVICE DESCRIPTION	67

	3.10.2. Outbound “1+” Service is a switched access Service offering outbound long distance telecommunications Services from points originating and terminating in the State. Company’s Outbound “1+” Service is offered under a direct billing option or a local exchange carrier billing option. The local exchange carrier billing option offers the convenience of Company Service charges appearing on the Customer’s presubscribed local exchange carrier bill. Company offers two local exchange carrier billing option Service Plans: 1) The Reduced Interstate Rate Plan carries a higher intrastate per minute rate and lower interstate per minute rate. This Plan is designed for those with higher interstate calling volumes; and 2) The Reduced Intrastate Rate Plan carries a lower per minute intrastate rate and higher interstate per minute rate. This Plan is designed for those with higher intrastate calling volumes.	67
	3.11. Promotions	68
	3.12. Individual Case Basis Arrangements.....	68
Section 4 – Rates.....		69
4.1	Local Exchange Service	69
4.1.1	One Time Fees.....	69
4.1.2	Local Line.....	69
4.1.3	Payment (Accounting Fees).....	69
4.1.4	Premise Visit.....	69
4.2	Service Features	70
4.3.	Local Service Package	72
4.3	OTHER SERVICES.....	72
4.3.1	Local Toll Free Service	72
4.3.2.	Operator Assisted Services	72
4.4	DIRECTORY SERVICES AND LISTINGS	72
	4.5 OPERATOR ASSISTED CALLING.....	73
	4.6. PAY BY PHONE FEE	73
	A Pay by Phone Fee applies to calls made by credit card over the telephone	
	73	
	Pay by Phone Fee, per call \$1.00.....	73
4.7.	INTELEXCHANGE SERVICES.....	74
	Per Minute Per Month.....	74
	Cost Recovery Fee, per account, per month	\$0.09 ... 75

APPLICATION OF SERVICE GUIDE

This Service Guide sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of communications Services by Telplex Communications, hereinafter referred to as the "Company" or "Telplex," to Customers within the state of Iowa. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This Service Guide is on file with the Iowa Utilities Board. In addition, this Service Guide is available for review at the main office of Telplex Communications at 16830 Ventura Boulevard, Suite 350, Encino, California 91436.

SECTION 1 – DEFINITIONS

Access Line: an arrangement from a local exchange Telephone Company or other Common Carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Applicant: Any entity or individual who applies for Service offered under this Service Guide.

Authorized User: a person, firm or corporation authorized by the Customer to be an end-User of the service of the Customer.

Board: Iowa Utilities Board.

Business Customer: a Customer that uses a Business Service Offering as set forth in this Service Guide.

Central Office: a local exchange switching unit that is used to interconnect Exchange Access Lines within a specified area.

Channel or Circuit: a path for transmission between two (2) or more points having a bandwidth and termination of Customer's own choosing.

Common Carrier: an authorized company or entity providing telecommunications services to the public.

Company: Telplex Communications the issuer of this Service Guide.

Contract: an agreement between Customer and Company in which the two (2) parties agree upon specifications, terms, pricing, and other conditions of Service. The Contract may or may not accompany an associated Service Order.

Customer: the person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., that is provided service and that is responsible for the payment of charges and compliance with the terms and conditions of this Service Guide.

Customer Premises: a location designated by the Customer for the purposes of connecting to the Company's services.

SECTION 1 – DEFINITIONS, Continued

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges for Services.

Directory Assistance Service: a Service whereby Customers may dial a special directory assistance code or telephone number to reach an operator or automatic Interactive Voice System (“IVS”) that will provide available, published directory listings.

E-911/911: an emergency Service whereby a Customer dials a 911 emergency code or other emergency number and is then connected to an emergency agency responsible for the dispatch of emergency assistance. E911 and 911 are used interchangeably to refer to any emergency dialing arrangement.

Exchange Access Lines: Central Office equipment and related facilities, including the Network interface, which provide access to and from the telecommunications Network.

Exchange Area: a geographically defined area described through the use of maps or legal descriptions to specify areas where individual telephone exchange companies hold themselves out to provide local communications services.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an Exchange Area, and between Exchange Areas within the LATA.

FCC: Federal Communications Commission.

IAC: Iowa Administrative Code.

SECTION 1 – DEFINITIONS, Continued

Individual Case Basis (“ICB”): a Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

Interexchange Carrier (IXC): a long distance telecommunications services provider.

Interruption: the inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for Service difficulties such as slow dial tone, Circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this Service Guide by the Company shall not apply where Service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Service Guide, terminates Service because of non-payment of bills, unlawful or improper use of the Carrier’s facilities or service, or any other reason covered by this Service Guide or by applicable law.

Local Exchange Carrier (“LEC”): a provider of local telephone service.

Local Calling Area: the area within which a Subscriber for local exchange Service may make telephone calls without incurring a long distance charge.

Local Access and Transport Area (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. Service Guide F.C.C. No. 4, or its successor Service Guide(s).

Monthly Recurring Charges (MRC): the monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Non-Recurring Charge (NRC): the initial charge, usually assessed on a one-time basis, to initiate and establish service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

Person-to-Person: a call for which the person originating the call specifies to the operator a particular person, department or extension to be reached. Person-to-Person charges only apply when the call is completed to the requested party, department, or extension or when the calling party agrees to talk to another person.

SECTION 1 – DEFINITIONS, Continued

PBX: Private Branch Exchange.

Premises: Denotes a building, a portion of a building in a multitenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Recurring Charges: Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Residential Customer: a Customer that uses a Residential Service Offering as set forth in this Service Guide.

Service: Any means of Service offered herein or any combination thereof.

Service Area: the area in which the Company provides Service.

Service Order: the written request for Company Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Service Guide.

Station: the network control signaling unit and any other equipment provided at the Customer's Premises which enables the Customer to establish communications connections and to effect communications through such connections.

Station-to-Station: Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Subscriber: the person, firm, partnership, corporation, or other entity who orders telecommunications Service from Telplex Communications Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

SECTION 1 – DEFINITIONS, Continued

Telecommunications Relay Service (“TRS”): Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and vice versa.

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Termination of Service: Discontinuance of both incoming and outgoing Service.

Third Number Billing: a billing option that allows a call to be billed to an account different from that of the calling or called party.

Trunk: a communications path, connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

Two-Way: a Service attribute that includes dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: a Customer, joint User, or any other person authorized by a Customer to use Service provided under this Service Guide.

SECTION 2 – REGULATIONS**2.1. UNDERTAKING OF THE COMPANY****2.1.1. Scope**

The Company undertakes to furnish communications Service pursuant to the terms of this Service Guide in connection with one-way and/or Two-Way information transmission between points within the state of Iowa.

The Company is responsible under this Service Guide only for the Services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2. Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of Service under this Service Guide is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this Service Guide, a month is considered to have 30 days.
- B. Except as otherwise stated in this Service Guide, Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Service Guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Service Guide prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D. In any action between the parties to enforce any provision of this Service Guide, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be refused, suspended or discontinued pursuant to the provisions of IAC 22.4(5).
- F. This Service Guide shall be interpreted and governed by the laws of the state of Iowa regardless of its choice of laws provision.

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.3. Terms and Conditions, Continued**

- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain Service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain Service directly from the Company.

- H. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other Telephone Company shall join the attempt to obtain, from the owner of the property, access for the other party to serve a person or entity.

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, Interruptions, delays, or errors, or other defects, representations, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for Interruptions in Service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for Interruptions in Service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, Interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Limitations on Liability, Continued**

- D. The Company shall be indemnified and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company, or (c) Common Carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and Services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Limitations on Liability, Continued****D. Continued**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Section 2.1.4.
7. Defacement of, or damage to, Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that Service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or facilities.

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Limitations on Liability, Continued**

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this Service Guide does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors: In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in, or omissions of, directory listings, or errors or mistakes in, or omissions of, listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings, or for errors or mistakes in, or omissions of, listing obtainable from the directory assistance operator shall be at the monthly Service Guide rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly Service Guide rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Limitations on Liability, Continued**

- I. With respect to Emergency Number 911 Service
 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, Interruptions, delays, errors or other defects in the provision of Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
 2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Limitations on Liability, Continued****I. With respect to Emergency Number 911 Service, Continued**

3. When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 Service upon request of such governmental authority. By subscribing to Service under this Service Guide, the Customer acknowledges and agrees with the release of information as described above.

2.1.5. Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.6. Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of, and compliance by, the Customer with the regulations contained in this Service Guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.6. Provision of Equipment and Facilities, Continued**

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Service Guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Service Guide and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7. Non-routine Installation

At the Customer's request, installation service may be performed outside the Company's regular business hours. In that case, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

SECTION 2 – REGULATIONS, Continued**2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.8. Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Service Guide, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9. Ownership of Facilities

Title to all facilities provided in accordance with this Service Guide remains in the Company, its partners, agents, contractors or suppliers.

SECTION 2 – REGULATIONS, Continued**2.2. PROHIBITED USES**

- 2.2.1.** The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2.** The Company may require Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Board regulations, policies, orders, and decisions.
- 2.2.3.** The Company may block any signals being transmitted over its Network by Customers, which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4.** A Customer, joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Service Guide will apply.

SECTION 2 – REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. General**

The Customer is responsible for making proper application for Service; placing any necessary order, complying with Service Guide regulations; payment of charges for Services provided. Specific Customer responsibilities include, but are not limited to, the following:

- A. the payment of all applicable charges pursuant to this Service Guide;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service;

SECTION 2 – REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.1. General, Continued**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer will be required to install and maintain Company facilities and equipment within a hazardous area. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Termination of Service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

SECTION 2 – REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.2. Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate page of the Company, or otherwise, for any Interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or User of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Service Guide including, but not limited to, mistakes, omissions, Interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act, or omission of, the Company. Nothing in this Service Guide is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 – REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS****2.4.1. General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Service Guide. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Service Guide.

2.4.2. Station Equipment

- A. Terminal Equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its Terminal Equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2 – REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued****2.4.3. Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Service Guides of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this Service Guide may be connected to Customer-provided Terminal Equipment in accordance with the provisions of this Service Guide. All such Terminal Equipment shall be registered with the FCC, pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to Services provided under this Service Guide only to the extent that the User is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations.

SECTION 2 – REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued****2.4.4. Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS****2.5.1. Payment for Service**

- A. The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.
- C. The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.
- D. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

2.5.2. Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for Services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within twenty-two (22) days of the date the bill is rendered, unless otherwise agreed to in advance. The date the bill is rendered is the date the bill is postmarked.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within twenty-two (22) days of the date the bill is rendered. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Billing and Collection of Charges, Continued**

- C. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day on which the Service or facility becomes available for use. The Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Service Guide or the Service Order. Billing accrues through and includes the day that the Service, Circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty-two (22) days of the date the bill is rendered, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due multiplied by 1.5%.
- F. Pursuant to IAC Section 22.4(3) (f), the Company will grant each account not less than one (1) complete forgiveness of a late payment charge each calendar year.
- G. The Customer will be assessed a charge of fifteen dollars (\$15.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- H. If Service is disconnected by the Company in accordance with Section 2.5.6 following, then the Company may reconnect service upon the Customer's payment of the past due balance and all applicable installation charges.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.3. Disputed Bills**

Customer inquiries or complaints regarding Service or accounting may be made in writing or by telephone to the Company at:

Telplex Communications
16830 Ventura Blvd., Ste 350
Encino, CA 91436

Telephone: 1-888-479-2770

Any objection to billed charges should be reported promptly to the Company. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Iowa Utilities Board
1375 E. Court Avenue, Room 69
Des Moines, Iowa 50319-0069

Telephone number:
Des Moines 515.725.7321
Or statewide toll-free 877.565.4450

Electronic Customer Complaint Form:

http://www.state.ia.us/government/com/util/forms/CustServ/form_Complaints.html

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.5. Deposits**

Pursuant to IAC 22.4(2), the Company may require from any Customer or prospective Customer a deposit intended to guarantee payment of bills for service as set forth below:

A. Deposit Confirmation

The Company will confirm the deposit required in writing to the Customer not later than the time of the next billing. The confirmation will, in separate columns, itemize deposits for toll and regulated services and identify deposits for other services. The confirmation will state that no deposit other than for regulated services is required to obtain basic local service. The confirmation will also reflect the limits as to low-income Customers in 199—subparagraph 39.3(2)“b”(4), if applicable. Toll service does not include information service not regulated by the board.

B. Amount of Deposit

The deposit will not be more in amount than the maximum charge for two (2) months local exchange service plus two (2) months toll service estimated from either past toll usage or Customer estimated anticipated usage or exchange average toll usage for the same class and grade of service, or as reasonably may be required by the Company in cases involving service for short periods of time or special occasions. The deposit amounts must also reflect the limits as to low-income Customers in 199—subparagraph 39.3(2)“b”(4), if applicable.

C. Interest on Deposits

The Company will pay interest to each Customer required to make a deposit of 2% per annum. Interest will be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the Customer's account, or to the date the Customer's bill becomes permanently delinquent. The date of refund is that date on which the refund or the notice of deposit refund is forwarded to the Customer's last-known address. The date a Customer's bill becomes permanently delinquent, relative to an account treated as an uncollectible account, is the most recent date the account became delinquent.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.5. Deposits, Continued****E. Deposit Records**

The Company will keep records to show:

- (1) the name and address of each depositor.
- (2) The amount and date of the deposit.
- (3) Each transaction concerning the deposit.

The Company will issue a receipt of deposit to each Customer from whom a deposit is received, and will provide means whereby a depositor may establish a claim if the receipt is lost.

F. Refund of Deposits

The Company will refund the deposit after not more than 12 consecutive months of prompt payment (which may be 11 timely payments and one automatic forgiveness of late payment). The Company will review accounts after 12 months of service, and if the deposit is retained, the Company will again review the account at the end of the Company's accounting year or on the anniversary date of the account.

The Company will make a reasonable effort to return each unclaimed deposit and accrued interest after the termination of the services for which the deposit was made. The Company will maintain a record of deposit information for at least two years or until such time as the deposit, together with accrued interest, escheats to the state pursuant to Iowa Code section 556.4, at which time the record and deposit, together with accrued interest less any lawful deductions, will be sent to the state treasurer pursuant to Iowa Code section 556.11. Unclaimed deposits, together with accrued interest, will be credited to an appropriate account.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.5. Deposits, Continued****G. New or Additional Deposits**

A new or additional deposit may be required to cover the amount provided in Section B above when a deposit has been refunded or is found to be inadequate by virtue of increased toll or nonpayment.

The Company will mail written notice advising the Customer of any new or additional deposit requirement. The Customer will have no less than 12 days from the date of mailing to comply. An appropriate receipt will be provided. No written notice is required to be given for a deposit required as a prerequisite for commencing initial service.

If toll usage is abnormal, the Company may request a new deposit or an increase in the deposit to guarantee payment of bill. For Customers with at least six consecutive months of service, abnormal usage of toll service is at least a 25 percent increase in monthly toll charges, which amounts to at least \$20. To determine the increase, the Company will compare the Customer's average monthly toll during not less than the prior three months.

For Customers with less than six consecutive months of service, abnormal usage of toll service is when one month's toll charges exceeds the deposit attributable to toll by at least 25 percent and this excess amounts to at least \$20. The Company may not demand a new or additional deposit in anticipation of increased toll usage.

A Customer who fails to comply with the deposit requirements may be disconnected under the provisions of the written notice and IAC 22.4(5).

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Refusal or Disconnection of Service by Company**

Without incurring liability, the Company may disconnect Service to a Customer or a particular Customer location, or may refuse to provide Service, under the following conditions:

A. Refusal or Disconnection of Service Without Notice

Pursuant to IAC 22.4(5) service may be refused or disconnected without notice in the event of:

1. a condition on the Customer's premises determined by the Company to be hazardous;
2. Customer's use in such a manner as to adversely affect the Company's equipment or the Company's service to others;
3. tampering with equipment furnished and owned by the Company;
4. unauthorized use.

B. Refusal or Disconnection of Service With Notice

Pursuant to IAC 22.4(5) service may be refused or disconnected with notice for:

1. violation of, or noncompliance with, the Company's rules on file with the Board, the requirements of municipal ordinances or law pertaining to the service;
2. failure of the Customer or prospective Customer to furnish service equipment, permits, certificates or rights-of-way specified to be furnished in the Company's rules filed with the Board as conditions for obtaining service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the Customer, or prospective Customer, to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Board.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Refusal or Disconnection of Service by Company, Continued****B. Refusal or Disconnection of Service With Notice, Continued**

3. failure of the customer to permit the Company reasonable access to its equipment.
4. nonpayment of bill or deposit, except as prohibited by Board rules, provided that the Company has made a reasonable attempt to effect collection and:
 - a. has provided the customer with five (5) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit as required by Board Rules.
 - b. is prepared to reconnect the same day if disconnection is scheduled for a weekend, holiday or after 2 p.m.

C. Notice of Refusal or Disconnection of Service

The Company will issue one written notice, including all reasons for the notice, where more than one cause exists for refusal or disconnection of service. The notice will include the Company's toll-free customer service telephone number where the Customer may obtain additional information about the disconnection. The notice will also state the final date by which the account is to be settled or other specific action taken. In determining the final date, the days of notice for the causes shall be concurrent. Service may be refused or disconnected for any of the reasons listed in A and B above. Unless otherwise stated, the Company will provide the Customer with notice of the pending disconnection and the rule violation, which necessitates disconnection. Furthermore, unless otherwise stated, the Customer will be allowed a reasonable time in which to comply with the rule before service is disconnected.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Refusal or Disconnection of Service by Company, Continued****D. Disconnection Prior to Five (5) Day Notice Period**

Disconnection may take place prior to the expiration of the five (5) day unpaid bill notice period if the Company determines, from verifiable data, that usage during the five (5) day notice period is so abnormally high that a risk of irreparable revenue loss is created.

E. Disconnection in the Event of a Disputed Bill

In the event of a dispute concerning the bill, the Company may require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using complaint procedures in this Service Guide, shall continue and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The forty-five (45) days may be extended to up to sixty (60) days if requested of the Company by the Board in the event the Customer files a written complaint with the Board.

F. Insufficient Reasons for Refusal, Suspension or Discontinuance of Service

Pursuant to IAC 22.4(5), the Company may not refuse, suspend or discontinue service to a present or prospective customer for any of the following reasons:

1. Delinquency in payment for service by a previous occupant of the premises to be served.
2. Failure to pay for terminal equipment, new inside station wiring or other merchandise purchased from the Company.
3. Failure to pay for a different type or class of public utility service
4. Failure to pay the bill of another customer as guarantor thereof.
5. Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.
6. Failure to pay for yellow page advertising.
7. Use of an auxiliary directory cover.
8. Failure to pay for information service not regulated by the board.
9. Failure to pay deregulated toll charges.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Refusal or Disconnection of Service by Company, Continued**

- G. Pursuant to IAC 22.4(6), the Company will postpone the disconnection of service to a residential customer for a reasonable time, not in excess of thirty (30) days, if the customer produces verification from a physician, or a public health or social services official, which states that telephone service is essential due to an existing medical emergency of the customer, a member of the customer's family or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the Company within five days.

SECTION 2 – REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.7. Cancellation of Application for Service**

- A. Applications for Service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

2.5.8. Changes in Service Requested

If the Customer makes or requests material changes in Circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

SECTION 2 – REGULATIONS, Continued**2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

Interruptions in Service that are not due to the negligence of, or noncompliance with the provisions of this Service Guide, by the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the Service that the Interruption affects.

2.6.1. General

- A. A credit allowance will be given when Service is interrupted, except as specified below. A Service is interrupted when it becomes inoperative to the Customer, i.e., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Service Guide.
- B. An Interruption period begins when the Customer reports a Service, facility or Circuit to be inoperative and, if necessary, releases it for testing and repair. An Interruption period ends when the Service, facility or Circuit is operative.
- C. If the Customer reports a Service, facility or Circuit to be interrupted but declines to release it for testing and repair, or refuses access to its Premises for test and repair by the Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or Circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 – REGULATIONS, Continued**2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued****2.6.2. Limitations of Allowances**

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of, or noncompliance with, the provisions of this Service Guide by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A Service will not be deemed interrupted, if a Customer continues to voluntarily make use of such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F. 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. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that Service was affected.

SECTION 2 – REGULATIONS, Continued**2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued****2.6.3. Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of Interruption, the Customer must pay the charges for the alternative service used.

2.6.4. Application of Credits for Interruptions in Service

- A. Credits for Interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the Interruption. Only those facilities on the interrupted portion of the Circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for Interruptions of more than 24 consecutive hours. A one-day credit allowance will be provided for each 24 hour period of Interruption.
- D. Pursuant to IAC 22.6(3), adjustments not in dispute will be rendered within two (2) billing periods after the billing period in which the Interruption occurred.

SECTION 2 – REGULATIONS, Continued**2.7. USE OF CUSTOMER'S SERVICE BY OTHERS****2.7.1. Joint Use Arrangements**

Joint use arrangements will be permitted for all Services provided under this Service Guide. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each joint User shall be responsible for the payment of the charges billed to it.

SECTION 2 – REGULATIONS, Continued**2.8. CANCELLATION OF SERVICE/TERMINATION LIABILITY****2.8.1. General**

If a Customer cancels a Service Order or terminates Service before the completion of the term for any reason whatsoever other than a Service Interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.2. Termination Liability

The Customer's termination liability for cancellation of Service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish Service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Service Guide for the balance of the then-current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation; minus
- D. a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9. TRANSFERS AND ASSIGNMENTS

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- to any subsidiary, parent company or affiliate of the Company; or
- pursuant to any sale or transfer of substantially all the assets of the Company; or
- pursuant to any financing, merger or reorganization of the Company.

SECTION 2 – REGULATIONS, Continued**2.10. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this Service Guide.

2.10.1. Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card Services furnished to the Customer or to Users authorized by the Customer to use Service provided under this Service Guide, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or Services obtained by the unauthorized User before notification to the Company.

SECTION 2 – REGULATIONS, Continued**2.11. NOTICES AND COMMUNICATIONS**

- 2.11.1.** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 2.11.2.** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.
- 2.11.3.** Except as otherwise stated in this Service Guide, all notices or other communications required to be given pursuant to this Service Guide will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4.** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this Service Guide, such taxes, fees and surcharges are in addition to rates as quoted in this Service Guide and will be itemized separately on Customer invoices.

SECTION 2 – REGULATIONS, Continued**2.13. MISCELLANEOUS PROVISIONS****2.13.1. Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall, upon Customer's request, intercept all calls to the former number for the time requested by the Customer and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so desires.

When Service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.13.2. Carrier Presubscription**A. General**

Carrier presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier.

Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

SECTION 2 – REGULATIONS, Continued**2.13. MISCELLANEOUS PROVISIONS, Continued****2.13.2. Carrier Presubscription, Continued****B. Presubscription Options**

Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for intraLATA and interLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for intraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 2 – REGULATIONS, Continued**2.13. MISCELLANEOUS PROVISIONS, Continued****2.13.2. Carrier Presubscription, Continued****C. Rules and Regulations**

1. Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.
2. Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA presubscription.
3. Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in E below.

D. Presubscription Procedures

1. A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.
2. If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

SECTION 2 – REGULATIONS, Continued**2.13. MISCELLANEOUS PROVISIONS, Continued****2.13.2. Carrier Presubscription, Continued****D. Presubscription Procedures, Continued**

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in E below. If a Customer of record inquires about the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

E. Presubscription Charges**1. Application of Charges**

After a Customer=s initial selection for a presubscribed toll carrier and as detailed above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

2. Nonrecurring Charges

Presubscription Change Charge,
Per business or residence line, trunk, or port: **\$8.26**

SECTION 3 – SERVICE DESCRIPTIONS**3.1. APPLICATION OF RATES****3.1.1. Types of Charges****A. One Time Fees****1. Installation, Service Changes, Maintenance and Other Charges****a. Line Installation Fee**

The installation fee is a nonrecurring charge that applies to the installation of a new line or transfer of an existing Service to a different location.

b. Technician Fee to Have New Jacks Installed**c. Feature Installation Fee**

The addition of a vertical Service to existing equipment and/or Service at one location. Charge is per each new feature.

d. Temporary Disconnections & Reactivation Charge

This charge applies to the restoration of service and facilities that have been suspended because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after permanent discontinuance of service, service is later reconnected. In the event of permanent discontinuance of service, other charges apply as set forth elsewhere in this Service Guide. (See Section 2.5.2(H).)

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.1. APPLICATION OF RATES, Continued****3.1.1. Types of Charges, Continued****B. Payment (Accounting) Fees**

1. Check by Phone
2. Late Fee
3. Return Check Fee

C. Taxes

1. Customer Liability for Taxes, Surcharges, and Fees

Telephone usage is subject to all federal, state, local taxes, surcharges and mandated regulatory fees including but not limited to universal service fund, universal service fund carrier cost recovery fee and Access Line fees.

2. Local Service Surcharges

The following surcharges are only charged if the Customer subscribes to local Service.

- a. Federal Regulatory Fee (FCC)
- b. Local Number Portability (LNP)
- c. Federal Line Charge (EUCL)

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.1. APPLICATION OF RATES, Continued****3.1.2. Call Timing for Usage Sensitive Services**

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply.

- A. Calls are measured in durational increments identified for each Service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.2. EXCHANGE SERVICE AREAS**

The Company provides Service within the service territory of Qwest Corporation dba CenturyLink. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the Board by Qwest Corporation.

3.3. BASIC LOCAL SERVICE**3.3.1. Local Exchange Access Lines and Trunks****A. General**

Local Exchange Access Lines and Trunks provide a Customer with analog, voice-grade telephonic communications Channels which can be used to place or receive one call at a time. Local Exchange Access Lines and Trunks provide a Customer with the ability to connect to the Company switching network which enables the Customer to:

1. place or receive calls to any calling station in the Local Calling Area;
2. access 911 and/or Enhanced 911 Emergency Service;
3. access the Interexchange Carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
4. access operator assisted Services for the Local Calling Area;
5. access directory assistance for the Local Calling Area;
6. place or receive calls to toll-free (e.g., 800, 8XX) telephone numbers;
7. access Telephone Relay Services; and
8. entitle the Customer to a directory listing of the main telephone number.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.3. BASIC LOCAL SERVICE, Continued****3.3.1. Local Exchange Access Lines and Trunks, Continued**

- B. For incoming Service, an optional hunting feature is available for multiline or multitrunk Customers which routes a call to an idle line or Trunk in a prearranged group when the called line or Trunk is busy. Where facilities permit, more than one type of optional hunting arrangement may be provided.
- C. Local Exchange Access Lines and Trunks are provided for the connection of Customer-provided wiring and FCC Part 68 approved devices.
- D. Local Exchange Access Lines and Trunks are provided on a single party (individual) basis only. No multi-party Service is offered.
- E. Service is available on a flat rate, message or measured rate basis depending on the type of Service selected by the Customer. Not all Service types (flat, message, measured) will be available in all areas.
- F. RECURRING CHARGES FOR LOCAL EXCHANGE SERVICE ARE BILLED MONTHLY IN ADVANCE. USAGE CHARGES, IF APPLICABLE ARE BILLED IN ARREARS. USAGE CHARGES MAY APPLY FOR CALLS OR MINUTES PLACED FROM THE CUSTOMER'S LINES OR TRUNKS. NO USAGE CHARGES WILL APPLY TO CALLS RECEIVED BY THE CUSTOMER. NON-RECURRING CHARGES FOR INSTALLATION OR REARRANGEMENT OF SERVICE ARE BILLED ON THE NEXT BILL IMMEDIATELY FOLLOWING WORK PERFORMED BY THE COMPANY.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.4 CUSTOM CALLING FEATURES****3.4.1 General**

All of the Service features below are available to Customers either on a subscription or per use basis. All features are provided subject to availability. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

3.4.2 Features**A. Features Descriptions**

1. *Additional Message Capacity-50/100 Residence and Business* – Optional mailbox feature that increases the number of messages a mailbox will hold by 50 or 100.
2. *Anonymous Call Rejection* – Allows Customer to reject incoming calls marked private or anonymous. Must be used in conjunction with Caller ID. If Customer wants to deactivate, can do so by their phone (dialing *87 from each phone to deactivate & *77 to activate if have touchtone phones; if no touchtone phones, 1188 to deactivate & 1177 to activate.)
3. *Billed Number Screening/Toll Restriction* – Allows Customer the capability of restricting collect and/or Third Number Billing to their telephone number.
4. *Business Complete-A-Call* – Connects a caller to the Intra Local Access and Transport Area (IntraLATA) telephone number that they requested from Directory Assistance (DA).
5. *Business Voice Messaging Service Choice* – Voice Mail Mailbox for Business only. Includes choice of Call Forwarding Busy Line/Don't Answer OR Call Forwarding Don't Answer. Includes choice of Message Waiting Indication-Audible OR Message Waiting Indication OR Audible /Visual.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.4 CUSTOM CALLING FEATURES, Continued****3.4.2 Features, Continued****A. Features Descriptions, Continued**

6. *Call Curfew* – Through the use of a six-digit administrative security code, the Customer can establish screening schedules that will be used to block incoming and outgoing calls for specific time periods.
7. *Call Forwarding Busy Line/Alternate Answer* – Automatically forwards incoming calls encountering a busy condition to a predetermined, programmed telephone number inside or outside the system.
8. *Call Forwarding Busy Line/Don't Answer Expanded* – Allows the Customer to forward calls outside the Customer's switch type.
9. *Call Forwarding Busy Line/Don't Answer IntraOffice* – Allows the Customer to forward calls within the same switch type. Calls can only forward to a single Call Forwarding number in either a busy line or don't answer condition.
10. *Call Forwarding Customer Programmable* – Allows the Customer to program the Call Forward Number at any time by dialing an access code.
11. *Call Forwarding Don't Answer/Alternate Answer* – Automatically forwards incoming calls encountering a don't answer condition to a predetermined, programmed telephone number inside or outside the system.
12. *Call Forwarding Variable* – Permits the Customer to program a number to send all incoming calls to "forward" to. May be activated by dialing *72 or #72 from a touchtone telephone (72 from a rotary telephone). Customer listens for a second dial tone and dials the call forwarding number.
13. *Call Hold* – Allows a Customer to "hold" any call in progress by pressing the switchhook and dialing a Call Hold access code.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.4 CUSTOM CALLING FEATURES, Continued****3.4.2 Features, Continued****A. Features Descriptions, Continued**

14. *Call Park* – Allows you to hold or “park” a call by dialing an access code.
15. *Call Pickup* – Allows a Customer to answer calls incoming to another station within a predetermined call pickup group by dialing a Call Pickup access code.
16. *Call Queueing* – Ability to offer caller, who would normally reach a busy signal or voice mail, the opportunity to stay on the line (the queue) and have their call answered in person. Each Call Queueing unit is provisioned with two queue slots. This allows two incoming calls to be held in queue.
17. *Call Rejection* – Allows you to establish an “unwanted callers” list of up to 15 telephone numbers for calls you do not want to receive.
18. *Call Routing- Business only* – Allows Customers to automatically direct their incoming calls into a minimum of two or a maximum of nine mailboxes or routers using a touchtone telephone. Callers will only be routed to mailboxes or routers and not to telephone numbers.
19. *Call Routing To Number- Business only* – Allows Customers to automatically direct their incoming calls to predetermined destinations using a touchtone telephone.
20. *Call Trace* – Enables a Customer to trace their last incoming call whether it was answered or not using an automated trace system rather than a manual trace. Press *57.
21. *Call Trace Blocking* – Blocks the ability to trace calls.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.4 CUSTOM CALLING FEATURES, Continued****3.4.2 Features, Continued**

A. Features Descriptions, Continued

22. *Call Transfer* – Permits the Customer to transfer an incoming call to any telephone number that can be directly dialed, including long distance, and hang up without disconnecting the call.
23. *Call Waiting* - A brief tone alerts the Customer that another call is waiting to be answered.
24. *Call Waiting ID* - Provides information of an incoming Call Waiting using a Caller ID Display.
25. *Caller ID* - Caller ID displays the name or number of the calling party on a Caller ID Display.
26. *Caller ID Blocking* - Prevents the telephone number from being delivered to the Caller ID subscriber.
27. *Caller ID with Privacy+SM* – Screens incoming Caller ID calls that are marked “Private” or “Unavailable.”
28. *Carrier Access Code Blocking* – Restricts attempts to place 1+ calls over another LD Provider.
29. *Complete-A-Call* – DA operator or the DA audio response system offers Customers local and local long distance call completion to requested numbers.
30. *Continuous Redial* – Continuously redials a busy number until it is free. Once call gets through, special ring will announce.
31. *Continuous Redial Blocking* – Blocks the ability to have continuous redial.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.4 CUSTOM CALLING FEATURES, Continued****3.4.2 Features, Continued**

A. Features Descriptions, Continued

32. *Custom Number Services* – Customer requests a specific telephone number other than those offered.
33. *CustomNet®* – Provides screening options that restrict certain types of outgoing operator assisted toll calls.
34. *Custom Ringing Service* - Provides the Customer with up to three additional telephone numbers on one line, in one location, without installing any additional lines. Each number has a unique ringing pattern, allowing Customers to determine in advance of answering a call which telephone number was dialed.⁷
35. *Dial Call Waiting/Distinctive Alert* – When a line equipped with Dial Call Waiting calls a line equipped with Distinctive Alert, the Customer on the line with Distinctive Alert will hear one of the following: a distinctive ring signal on the called line when it is not in use or a distinctive call waiting signal on the called line when it is in use.
36. *Dial Lock®* – Through the use of an administrative password, an end-User can determine what type of outgoing calls will be permitted from the line(s) Dial Lock is provisioned. The blocking can include local and long distance outgoing calls. Different blocking parameters can be established on a per line basis.
37. *Directed Call Pickup* – Allows a line to pick up an incoming call which is ringing or has already been answered on another line.
38. *Do Not Disturb* – Blocks incoming calls during designated times.
39. *Easy Access* – Designed to dial the retrieval number of the Customer's Voice Mail Response Unit.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.4 CUSTOM CALLING FEATURES, Continued****3.4.2 Features, Continued**

A. Features Descriptions, Continued

40. *Extension Mailbox- Residence & Business* – Allows one mailbox to be divided into a maximum of four compartments- three extensions and one main mailbox.
41. *I-CalledSM Pay Per Use* – Allows callers, who encounter a ring no answer condition, to record their name and telephone number for future delivery to the called party.
42. *I-CalledSM Originating Blocking* – Prevents I-Called from being offered as an option from the called from number.
43. *I-CalledSM Terminating Blocking* – Terminating Blocking prevents I-Called messages from being delivered to the called to number.
44. *International Blocking* – International Blocking prevents completion of outgoing 011+ and 101xxxx011+ International Direct-Dialed calls.
45. *Intracall[®]/Home Intercom* – System on a single line that has multiple telephone sets.
46. *Last Call Return* – Provides the telephone number of the last incoming call before the prompt to return the call.
47. *Last Call Return Blocking* - Blocks the ability to use last call return.
48. *Listen Only Mailbox- Business only* – Ability to prerecord announcements and/or informational messages that may be heard by incoming callers. Listen Only Mailbox does not allow callers to leave messages.
49. *Long Distance Alert* - Provides a distinctive ring and a distinctive call waiting tone for long distance calls.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.4 CUSTOM CALLING FEATURES, Continued****3.4.2 Features, Continued**

A. Features Descriptions, Continued

50. *Long Distance Restriction* – Restricts Customers from placing most 1+ calls and all 0+ outgoing calls (including access to 900/976 pay-per-call services).
51. *Mailbox Only- Residence only* – Allows the Customer to customize their mailbox arrangement.
52. *Message Notification- Residence and Business* – Notifies a Customer of new messages in their mailbox by calling another number.
53. *Message Waiting Indication-Business* – Provides an audible or visual or audible/visual indication of messages waiting.
54. *Message Waiting Indication-Residence* – Provides an audible or visual or audible/visual indication of messages waiting.
55. *Multi-Line Hunting* – Allows inbound calls to “hunt” multiple lines in sequence to find an idle line avoiding busy lines.
56. *No Solicitation®* – Screens all incoming calls to the Customer’s telephone number with a greeting from 8:00 AM until 9:00 PM, seven days a week.
57. *One Number Service* – Allows Customers to integrate one wireline telephone number with one wireless telephone number.
58. *Pay Per Call Restriction* – If Customers dial a 976 or 900 number they will get a recording announcing the call cannot be completed.
59. *Remote Access Forwarding (Call Following)* – Allows Customer to route all incoming calls to another destination and may be activated, deactivated, or changed from the Customer’s Premises or from any remote location.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.4 CUSTOM CALLING FEATURES, Continued****3.4.2 Features, Continued****A. Features Descriptions, Continued**

60. *Route to Other Number – Business only* – Allows Customers to automatically direct their incoming calls into a minimum of two or a maximum of nine mailboxes or routers using a touchtone telephone. Callers will only be routed to mailboxes or routers and not telephone numbers.
61. *Remote Call Forward (Market Expansion Line®)* – Provides the Customer a local telephone number without having a physical location.
62. *Scheduled Forwarding* – Allows a Customer to route all incoming calls to another destination and may be activated, deactivated, or changed from the Customer's Premises or from any remote location.
63. *Scheduled Greetings – Business only* – Allows a Customer to record two different greetings; one during open hours and one during closed hours.
64. *Security ScreenSM* – Allows Customers to have Private/Anonymous and Out of Area/Unknown callers identify themselves before the call is delivered, using a Caller ID display unit.
65. *Selective Call Forwarding* – Allows Customers to forward only those calls from telephone numbers on their Selective Call Forwarding list.
66. *Selective Call Waiting* – Allows you to establish and modify a privileged caller list of up to 25 telephone numbers that will trigger the call waiting tone when the line is in use. Selective Call Waiting limits the calls that can interrupt a call in progress. Calls from telephone numbers not on the list or from unidentified callers will either hear a busy tone or be routed to voicemail.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.4 CUSTOM CALLING FEATURES, Continued****3.4.2 Features, Continued**

A. Features Descriptions, Continued

67. *Series Hunting* – Starts with the dialed telephone number and tests for busy on each line in a prearranged order until either an idle line is found or the end of the list is reached.
68. *Speed Calling* – Allows a Customer to dial frequently called telephone numbers by dialing a 1 or 2-digit code in place of the entire telephone number.
69. *Talking Call Waiting* – Provides an audible announcement of the incoming caller's name.
70. *Three Way Calling* – Allows a Customer to add a third party to an existing call
71. *Three Way Calling Blocking* – Blocks the ability to make 3 way calls.
72. *Transfer Mailbox- Residence and Business* – Transfers calls from a line that does not have Voice Messaging Service to a mailbox associated with another line.
73. *Voice Mail Mailbox- Business only* – Answers incoming calls when the line is busy or unanswered.
74. *Voice Messaging Service Residence only* – Answers incoming calls when the line is busy or unanswered.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.5 OTHER SERVICES****3.5.1 Operator Assisted Calling Services**

Customers have access to local and long distance operator assisted calling services. Calls may be billed collect to the called party or to the originating line. Local calls may be placed on a Station-to-Station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for operator assisted calls may apply. In addition to usage charges, an operator assistance surcharge applies to each call as set forth in Section 4.

SECTION 3 – SERVICE DESCRIPTIONS Continued**3.6. DIRECTORY LISTINGS; DISTRIBUTION OF DIRECTORIES**

The Company does not publish a directory or provide other similar listings of its Subscribers. The Company will arrange for Subscribers, other than Subscribers requesting non-published service, to be listed in the directories and directory assistance records of the ILEC serving the area where the Customer's premises is located. Except as provided below, such listings will be charged in accordance with the ILEC's listing service tariff schedule, subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this Service Guide sheet. Except as provided below, subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules.

3.7. NON-PUBLISHED SERVICE

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies.

3.8. DIRECTORY SERVICES AND LISTING

Users of the company's calling services (excluding toll-free services) may obtain assistance in determining telephone numbers by calling the Directory Assistance operator. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers. Call completion may be provided without additional charge for calls within the LATA. However, intraLATA long distance or local message charges apply if applicable. Call completion is provided on Public Access Lines where facilities permit.

SECTION 3 – SERVICE DESCRIPTIONS, Continued
3.9. 900/976 BLOCKING

3.9.1 The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.

3.9.2. The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.

3.9.3. The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges will not apply.

3.9.4. Rates

Call Blocking, per line, per order	\$5.00
Remove Call Blocking, per line, per order	\$5.00

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.10 SERVICE DESCRIPTION**

- 3.10.1.** Company provides switched access interexchange telecommunications Services, which allow a Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.10.2.** **Outbound “1+” Service** is a switched access Service offering outbound long distance telecommunications Services from points originating and terminating in the State. Company’s **Outbound “1+” Service** is offered under a direct billing option or a local exchange carrier billing option. The local exchange carrier billing option offers the convenience of Company Service charges appearing on the Customer’s presubscribed local exchange carrier bill. Company offers two local exchange carrier billing option Service Plans: 1) The **Reduced Interstate Rate Plan** carries a higher intrastate per minute rate and lower interstate per minute rate. This Plan is designed for those with higher interstate calling volumes; and 2) The **Reduced Intrastate Rate Plan** carries a lower per minute intrastate rate and higher interstate per minute rate. This Plan is designed for those with higher intrastate calling volumes.
- 3.10.3.** **Directory Assistance** is provided by the Company’s underlying carrier to Subscriber’s of record. The Customer may access the underlying carrier’s Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such Service by Company, except as stated in this Tariff.
- 3.10.4.** **Toll Free Service** is a switched access Service offering inbound, toll free, long distance telecommunications Services from points originating and terminating in the State of Texas. This Service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned “800, 866, 877” or other designated Toll-Free Number. The Customer pays for the call. Company will participate in porting toll-free numbers only if the account balance is zero and all undisputed charges incurred as a result of the toll-free number have been paid.

SECTION 3 – SERVICE DESCRIPTIONS, Continued**3.11. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

3.12. INDIVIDUAL CASE BASIS ARRANGEMENTS

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Service Guide, or when the Company offers rates or charges which may vary from Service Guide arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer.

SECTION 4 – RATES

4.1	LOCAL EXCHANGE SERVICE	Monthly	Non-recurring
4.1.1	One Time Fees		
	Installation Fee for first new line		\$49.99
	Installation Fee per each new feature		\$7.95
4.1.2	Local Line		
	Monthly Recurring Fee		
	With consolidated long distance billing		\$28.00
	Without consolidated long distance billing		\$28.00
4.1.3	Payment (Accounting Fees)		
	Check by Phone		\$1.00
	Return Check Fee		\$25.00
	Late Fee per each overdue payment, per month		1.5%
	Reactivate Suspended Service, per billing telephone number		\$49.99
	Reinstate from Disconnected Service, per line		\$49.99
4.1.4	Premise Visit		
	<p>Premise visit charges apply when a visit to the Customer's premise by a Company technician identifies a problem as either 1) no trouble found according to line testing performed at demarcation point, or 2) trouble found attributable to Customer provided equipment (CPE), or for new installations. Premise visit charges will not apply to customers subscribing to an Inside Wire Maintenance Plan.</p> <p>The time period for which the Premise Visit charge is applied will commence at Company personnel's arrival at the Customer's premise and end when work is completed.</p> <p><u>Charge Per Visit</u></p>		
	First two hours, or any portion thereof		\$199.00
	Each additional 15 minutes, or any portion thereof		\$ 20.00

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SECTION 4 – RATES, Continued

4.2 SERVICE FEATURES	Per Use	Per Month
Additional Message Capacity, Residence and Business		
50 Additional Message Capacity		\$5.95
100 Additional Message Capacity		\$10.95
Anonymous Call Rejection		No Charge
Billed Number Screening/Toll Restriction		No Charge
Business Complete-A-Call		No Charge
Business Voice Messaging Service Choice		\$18.95
Call Curfew		\$5.95
Call Forwarding Busy Line/Alternate Answer		\$5.50
Call Forwarding Busy Line/Don't Answer Expanded		\$5.50
Call Forwarding Busy Line/Don't Answer IntraOffice		\$5.50
Call Forwarding Customer Programmable		\$5.50
Call Forwarding Don't Answer/Alternate Answer		\$5.50
Call Forwarding Variable		\$5.50
Call Hold		\$1.95
Call Park		\$1.95
Call Pickup		\$1.95
Call Queueing		\$19.95
Call Rejection		\$5.50
Call Routing- Business only		\$9.95
Call Routing To Number- Business only		\$12.00
Call Trace		\$5.50
Call Trace Blocking		No Charge
Call Transfer		\$5.50
Call Waiting		\$5.50
Call Waiting ID		\$5.50
Caller ID		\$5.50
Caller ID Blocking		\$5.50
Caller ID with Privacy+ SM		\$10.95
Carrier Access Code Blocking		No Charge
Complete-A-Call, per use		\$1.50
Continuous Redial, per use		\$0.50
Continuous Redial Blocking		No Charge
Custom Number Services		\$300.00
CustomNet®		No Charge
Custom Ringing Service		\$5.50
Dial Call Waiting/Distinctive Alert		\$5.50
Dial Lock®		\$5.50

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SECTION 4 – RATES, Continued

4.2 SERVICE FEATURES, continued	Per Use	Per Month
Directed Call Pickup		\$1.95
Do Not Disturb		\$4.95
Easy Access		\$1.95
Extension Mailbox- Residence & Business		\$6.95
I-Called SM Pay Per Use		\$1.95
I-Called SM Originating Blocking		No Charge
I-Called SM Terminating Blocking		No Charge
International Blocking		No Charge
Intracall [®] /Home Intercom		\$5.50
Last Call Return, per use		\$0.65
Last Call Return Blocking		No Charge
Listen Only Mailbox- Business only		\$19.95
Long Distance Alert		\$5.50
Long Distance Restriction		No Charge
Mailbox Only- Residence only		\$7.95
Message Notification- Residence and Business		\$5.95
Message Waiting Indication-Business		No Charge
Message Waiting Indication-Residence		No Charge
Multi-Line Hunting		\$5.50
No Solicitation [®]		\$7.95
One Number Service		\$4.95
Pay Per Call Restriction		No Charge
Remote Access Forwarding (Call Following)		\$5.95
Route to Other Number- Business only		\$12.00
Remote Call Forward (Market Expansion Line)		\$16.00
Scheduled Forwarding		\$6.95
Scheduled Greetings- Business only		\$6.95
Security Screen SM		\$3.95
Selective Call Forwarding		\$5.50
Selective Call Waiting		\$6.50
Series Hunting		\$5.50
Speed Calling		\$5.50
Talking Call Waiting		\$5.50
Three Way Calling		\$5.50
Three Way Calling Blocking		No Charge
Transfer Mailbox- Residence and Business		No Charge
Voice Mail Mailbox- Business only		\$18.95
Voice Messaging Service Residence only		\$6.95

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SECTION 4 – RATES, Continued
4.3. LOCAL SERVICE PACKAGE

Local Service Package includes unlimited local calling and either 1) 3 features chosen from the Company's calling features offered in Section 3.4 of this Tariff that are offered at a monthly recurring charge of \$3.95* in Section 4.3 of this Tariff; or 2) Voice Mail. The monthly rate does not include: Directory Listing charges, Wire Maintenance Plan charges, federal, state and local taxes, Universal Service Fund, USF Carrier Cost Recovery fees, and any other mandated regulatory fees and surcharges.

Monthly rate	\$27.99
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4.3 OTHER SERVICES**4.3.1 Local Toll Free Service**

Per Toll Free Number, Monthly	\$2.00
In State Originating, Per Minute	\$0.089

4.3.2. Operator Assisted Services

Operator Assisted, Station-to-Station	\$2.50
Operator Assisted, Person-to-Person	\$5.45
Usage, per minute - where applicable	\$0.079

4.4 DIRECTORY SERVICES AND LISTINGS

	Per Use	Monthly
Directory Information Service, per call	\$1.85	
Directory Listing		\$5.50
Non-listed Number		\$5.50
Additional Directory Listing		\$5.50

SECTION 4 – RATES, Continued**4.5 OPERATOR ASSISTED CALLING**

Basic Operator (operator handled, sent-paid station-to-station service, per call	\$2.00
Person-to-Person Service, per call	\$6.00
Busy Line Verification (BLV) and Emergency Interrupt (BLV/I) BLV, per call	\$5.00
BLV/I, per call	\$7.50

4.6. PAY BY PHONE FEE

A Pay by Phone Fee applies to calls made by credit card over the telephone

Pay by Phone Fee, per call	\$1.00
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SECTION 4 – RATES, Continued
4.7. INTEREXCHANGE SERVICES

	PER MINUTE	PER MONTH
4.7.1. Telplex Communications Outbound “1+” Service, direct billing		
Per Account, Monthly		\$7.95
1 Plus Intrastate Long Distance		
Instate, IntraLATA and InterLATA	\$0.079	
4.7.2. Telplex Communications Outbound “1+” Service, local exchange carrier billing		
A. Reduced Interstate Rate Plan		
Per Account, Monthly		\$9.95
1 Plus Intrastate Long Distance		
Instate, IntraLATA	\$0.079	
B. Reduced Intrastate Rate Plan		
Per Account, Monthly		\$9.95
1 Plus Intrastate Long Distance		
Instate, IntraLATA	\$0.059	
4.7.3. Inbound 800 Intrastate Long Distance		
Per Toll Free Number, Monthly		\$2.00
Intrastate, IntraLATA and InterLATA		\$0.089
4.8. SUSPENDED SERVICE REACTIVATION CHARGE		
<p>A Customer who’s Service has been suspended, may request Service reconnection following resolution of the circumstance(s) resulting in suspension. A non-recurring reconnection charge applicable to each Customer account applies.</p>		
<p>Suspended Service Reactivation Charge, per reconnection, per billing telephone number</p>		
		\$19.99

SECTION 4 – RATES, Continued**4.9. ILEC BILL STATEMENT FEE**

Customers may elect to have the convenience of Company billing appearing on the Customer's incumbent local exchange carrier invoice. If customer does not elect to receive incumbent local exchange carrier billing, no ILEC Bill Statement Fee applies.

ILEC Bill Statement Fee, per account, per month \$0.12

4.10. REGULATORY ASSESSMENT FEE

Customers will be assessed a monthly Regulatory Assessment Fee. The Regulatory Assessment Fee permits the Company to recover the costs associated with access charges, taxes, and the expenses associated with regulatory matters and is applied each month in which the Customer has calling charges.

Regulatory Assessment Fee, per account, per month \$0.63

4.11. ILEC BILL STATEMENT FEE

Customers may elect to have the convenience of Company billing appearing on the Customer's incumbent local exchange carrier invoice. If customer does not elect to receive incumbent local exchange carrier billing, no ILEC Bill Statement Fee applies.

ILEC Bill Statement Fee, per account, per month \$0.12

4.12. COST RECOVERY FEE

Customers will be assessed a monthly Cost Recovery Fee. The Cost Recovery Fee permits the Company to recover a portion of the costs charged by local telephone company to process intrastate and local calls.

Cost Recovery Fee, per account, per month \$0.09