

LOCAL EXCHANGE SERVICE

**METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC.**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF NEVADA

**CHECK SHEET**

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**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND OF  
ABBREVIATIONS TECHNICAL TERMS USED IN THIS PRODUCT GUIDE**

The following symbols shall be used in this product guide for the purpose indicated below:

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

## **APPLICATION OF PRODUCT GUIDE**

This Product Guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by Metropolitan Telecommunications of Nevada, Inc. to customers within the local exchange service area, defined herein.

**SECTION 1 – DEFINITION OF TERMS**

Certain terms used generally throughout this product guide are defined below.

<b>Access Line</b>	An arrangement which connects the Customer's location to a carrier's switching center or point of presence.
<b>Account Codes</b>	Optional, customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.
<b>Advance Payment</b>	Payment of all or part of a charge required before the start of service.
<b>Authorized User</b>	A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.
<b>Business Service</b>	A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.
<b>Commission</b>	Nevada Utilities Commission
<b>Company</b>	Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel, MetTel, unless otherwise clearly indicated by the context.
<b>Customer</b>	The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's product guide regulations.
<b>Deposit</b>	Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.
<b>DID Trunk</b>	A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.



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**SECTION 1 - DEFINITION OF TERMS (continued)**

**Dial Pulse (or "DP")** The pulse type employed by rotary dial station sets.

**Dual Tone  
Multi-Frequency  
("DTMF")**

The pulse type employed by tone dial Station sets.

**End User**

Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this product guide. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**End Office**

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this product guide shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**Hearing Impaired**

Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting**

Routes a call to an idle station line in a prearranged group when the called station line is busy.

**In-Only**

A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier**

A long distance telecommunications services provider.

**Individual Case  
Basis (ICB)**

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Joint User**

A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**SECTION 1 - DEFINITION OF TERMS (continued)**

<b>LATA</b>	A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
<b>Local Calling</b>	A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.
<b>Local Exchange Carrier (LEC)</b>	A company that furnishes exchange telephone service.
<b>Mbps</b>	Megabits, or millions of bits, per second.
<b>Monthly Recurring Charges</b>	The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.
<b>Multi-Frequency ("MF")</b>	An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.
<b>Non-Recurring Charges</b>	The one-time initial charges for services or facilities, usually assessed on a one-time basis, to initiate and establish service, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.
<b>Other Telephone Company</b>	An Exchange Telephone Company, other than the Company.
<b>PBX</b>	Private Branch Exchange
<b>Premises</b>	A building or buildings on contiguous property.

**SECTION 1 - DEFINITION OF TERMS (continued)****Service Commencement Date**

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

**Service Order**

The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this product guide, but the duration of the service is calculated from the Service Commencement Date.

**Services** The Company's telecommunications services offered on the Company's network.

**Shared Facilities**

A facility or equipment system subsystem that can be used simultaneously by several Customers.

**Station** Telephone equipment from or to which calls are placed.

**TBD** To Be Determined.

**Toll Denial** This service blocks access to the Long Distance Message Telecommunications Network, either by direct or operator assistance.

**Trunk** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**Two Way** A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based 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 the Customer to use service provided under this product guide.

## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope:

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Nevada under the terms of this product guide.

The Company is responsible under this product guide only for the services and facilities provided herein, 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

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.

The furnishing of service under this product 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 the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### 2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, 24 hours per day, and shall continue to be provided until canceled by the Customer, via telephone or in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this product guide, a month is considered to have 30 days. All calculations of dates set forth in this product guide shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this product guide.

**SECTION 2 – REGULATIONS (continued)****2.1.3 Terms and Conditions (continued)**

2.1.3.3 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 30 days notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this product 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.

2.1.3.4 This product guide shall be interpreted and governed by the laws of the State of Nevada without regard for its choice of laws provision.

2.1.3.5 The Customer has no property right to the Telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.7 below.

2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of the termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only expected. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

**SECTION 2 - REGULATIONS (continued)****2.1.4 Liability of the Company**

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or other defects, representations, or use of these services or damages arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, lost profits, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this product guide. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damage associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this product guide, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

**SECTION 2 - REGULATIONS (continued)****2.1.4 Liability of the Company (continued)**

- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation; failure to operate, maintenance, removal, condition, location, or use of installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

**SECTION 2 - REGULATIONS (continued)****2.1.4 Liability of the Company (continued)**

- 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss of damage arising from Customer's use of services furnished under this product guide, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this product guide.
- 2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim.
- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.



**SECTION 2 - REGULATIONS (continued)****2.1.4 Liability of the Company (continued)**

2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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**SECTION 2 - REGULATIONS (continued)****2.1.4 Liability of the Company (continued)****2.1.4.14 With respect to Emergency Number 911 Service:**

(a) 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 to 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 this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

(b) The Company is not responsible for any infringement or 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.

**2.1.4.15** The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

## SECTION 2 - REGULATIONS (continued)

### 2.1.4 Liability of the Company (continued)

2.1.4.16 In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.17 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 the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this product guide Customer acknowledges and agrees with the release of information as described above.

2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

### 2.1.5 Notification of Service-Affecting Activities

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

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**SECTION 2 - REGULATIONS (continued)****2.1.6 Provisions of Equipment and Facilities**

- 2.1.6.1 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 product guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to a Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment the Company provided 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 the Company has provided it.
- 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this product guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this product guide and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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## SECTION 2 - REGULATIONS (continued)

### 2.1.7 Non-routine Installation

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

### 2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this product guide remains in the Company, its agents or contractors.

## 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 the Nevada Commission's 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 product guide will apply.

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**SECTION 2 - REGULATIONS (continued)****2.3 Obligations of the Customer**

2.3.1 The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this product guide;

(b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

(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, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.

(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any 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 born 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 any order for service;

**SECTION 2 - REGULATIONS (continued)****2.3 Obligations of the Customer (continued)****2.3.1 The Customer shall be responsible for: (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 may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable 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 for interruptions in service will be made for the period during which services are interrupted for such purposes.

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**SECTION 2 - REGULATIONS (continued)****2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

(a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or

(b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company or this product guide.

(c) 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 product 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 to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this product 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 Customer may transmit or receive information or signals via the facilities of the Company.

#### 2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

## SECTION 2 - REGULATIONS (continued)

### 2.4 Customer Equipment and Channels (continued)

2.4.2.2 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

### 2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.4.3.2 Local 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 product guides of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this product guide may be connected to Customer provided terminal equipment in accordance with the provisions of this product guide.

### 2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with requirements set forth in section 2.4.2.2 for the installations, 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.

## SECTION 2 - REGULATIONS (continued)

### 2.4 Customer Equipment and Channels (continued)

2.4.4.2 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. The Company will, upon a request from the customer 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

### 2.5 Payment Arrangements

The following provisions shall apply to all service:

#### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 120 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specific, those charges may be passed on to the Customer.

**SECTION 2 - REGULATIONS (continued)****2.5 Payment Arrangements (continued)****2.5.1.1 Taxes**

The customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of Local Services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

**2.5.1.1.1 Other Charges**

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non-recurring charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently became applicable retroactively.

**2.5.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring, and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in such service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.

2.5.2.4 A check return charge will be assessed for checks with insufficient funds or non-existing accounts.

**SECTION 2 - REGULATIONS (continued)****2.5 Payment Arrangements (continued)****2.5.3 Disputed Bills**

The Customer shall notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Utilities Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

**2.5.4 Advance Payments**

Reserved for future use.

**2.5.5 Deposits**

2.5.5.1 Applicants for service or any existing Customer whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two month's charges for service or facility which has a minimum payment period of one month.

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**SECTION 2 - REGULATIONS (continued)****2.5 Payment Arrangements (continued)****2.5.5 Deposits**

2.5.5.2 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit to the Customer's account.

2.5.5.3 Deposits held for business customers will accrue interest.

**SECTION 2 - REGULATIONS (continued)****2.5 Payment Arrangements (continued)****2.5.6 Discontinuance of Service**

- 2.5.6.1 Upon non payment of any amounts owing to the Company, the Company may, by giving five days' prior written notice served personally upon the Customer; eight days written notice in postpaid wrapper; or five days after the Customer signs or refuses a registered letter containing written notice, suspend service without incurring any liability.
- 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability, if such violation continues during the 30 day period.
- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge and involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.6.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

**SECTION 2 - REGULATIONS (continued)****2.5.1 Payment Arrangements (continued)**

## 2.5.6 Discontinuance of Service (continued)

2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability.

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if;

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given written notices as described in Section 2.5.6.1 by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the Customer either subscribes or has subscribed to use; or



**SECTION 2 - REGULATIONS (continued)****2.5 Payment Arrangements (continued)**

## 2.5.6 Discontinuance of Service (continued)

## 2.5.6.6.1 (continued)

(d) The Customer uses or attempts to use service with the intent to avoid the payment of the product guide charges, either in whole or in part, by:

(d.1) Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this product guide; or

(d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(d.3) Any other fraudulent means or devices; or

(e) Use of Service in such a manner as to interfere with the services of other users; or

(f) Use of service for unlawful purposes.

2.5.6.6.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

**SECTION 2 - REGULATIONS (continued)****2.5 Payment Arrangements (continued)****2.5.6 Discontinuance of Service (continued)**

2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this product guide if the noncompliance is not corrected within the ten (10) day period; or

2.5.6.6.5 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.

2.5.6.7 The suspension of discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.8 Upon the Company's discontinuance of service to the Customer under section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this product guide.

**2.5.7 Interest on Customer Overpayments**

A Customer who makes a payment to the Company in excess of the correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment.

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**SECTION 2 - REGULATIONS (continued)****2.6 Allowances for Interruptions in Service****2.6.1 Credit for Interruptions**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's product guides. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro-rata basis against the rates specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up at the next whole 24 hours.

**2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- (a) interruptions due to the negligence of or noncompliance with the provisions of this product guide by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carriers connected to the Company's facilities;

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**SECTION 2 - REGULATIONS (continued)****2.6 Allowances for Interruptions in Service (continued)****2.6.2 Limitations on Allowances (continued)**

- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

**2.6.3 User of Alternative Service Provided by the Company:** Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the product guide rates and charges for the alternative services used.

**SECTION 2 - REGULATIONS (continued)****2.7 Cancellation of Service****2.7.1 Cancellation of Applications for Service**

The following provisions shall apply to all service offerings:

2.7.1.1 Unless the Company breaches its obligations, applications for service are non-cancelable after 48 hours, unless the Company otherwise agrees. Where the Company permits 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.

2.7.1.2 Where prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

**2.7.2 Cancellation of Service by the Customer**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.5, all costs, fees and expenses incurred in connection with:

**SECTION 2 - REGULATIONS (continued)****2.7.2 Cancellation of Service by the Customer (cont.)**

- 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable Service Order product guide for the balance of the then current term.

**2.8 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 (a) to any subsidiary, parent company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all assets of the Company; (c) pursuant to any financing, merger or reorganization of the Company.

**2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 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.

**SECTION 2 - REGULATIONS (continued)**

- 2.9.3 All notices or other communications required to be given pursuant to this product 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, communications, 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.
- 2.9.4 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.

### SECTION 3 - SERVICE AREAS

#### 3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) AT&T Telecommunications (fSBC)
- 3) Frontier Southwest (fVerizon GTE)
- 4) Embarq

#### 3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office. The Rate Group for each end office is shown in Section 8 of this Price Guide.

#### 3.3 Local Calling Areas

##### 3.3.1 AT&T Service Area

<b>Exchange</b>	<b>Exchange</b>	<b>Exchange</b>
Austin	Hawthorne Base Rate Area	Stagecoach
Baker	Imlay	Sutcliffe
Battle Mountain	Indian Springs	Virginia City
Beatty	Lathrop Wells or Clay Camp Base Rate Area	Winnemucca Base Rate Area
Carson City or Dayton Base Rate Area	Lovelock	
Carson Plains	Lund	
Cottonwood Creek	McGill	
Crescent Valley	Mina Base Rate Area	
Crystal Bay	Nixon	
Duckwater/Currant/Nyala	Pahrump	
Ely	Reno	
Empire Base Rate Area	Round Mountain Base Rate Area	
Eureka/Diamond Valley	Sandy Valley	
Fernley and/or Wadsworth Base Rate Area	Schurz	
Fish Lake Valley	Silver Springs	
Gabbs	Spring Valley/CherryCreek/ Currie/Lages	



**SECTION 3 - SERVICE AREAS (Cont'd)**

## 3.3 Local Calling Areas

## 3.3.2 Frontier Southwest Service Areas

<b>Exchange</b>	<b>Expanded Service Area Additional Exchanges</b>
Gardnerville*	Gardnerville*, Topaz Lake, Carson City, Stateline, Glenbrook
Glenbrook	Glenbrook, Stateline, Gardnerville*
Montgomery Pass	
Stateline	Glenbrook, South Tahoe, California, Stateline, Gardnerville*
Smith Valley	Topaz Lake, Yerington
Sweetwater	
Topaz Lake	Gardnerville*, Smith Valley, Topaz Lake
Yerington	Smith Valley

\*Includes Gardnerville, Gardnerville Ranchos, Jacks Valley and Johnson Lane.

## 3.3.3 Embarq Service Area

<b>Exchange</b>	<b>Expanded Service Area Additional Exchanges</b>
Jean	Goodsprings, Primm
Laughlin	
Las Vegas	Boulder City, Callville Bay, Henderson, Las Vegas Bay, Spring Mountain
Mt Charleston	
Nelson	
Searchlight	

## SECTION 4 - SERVICE CHARGES AND SURCHARGES

### 4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

	ATT (fSBC)	Frontier	Embarq
New Line Installation	\$100.85	\$40.00	\$100.85
- Each Additional Line	\$35.00	\$40.00	\$35.00
Move service – Different Premises	\$100.85	\$40.00	\$100.85
- Each Additional Line	\$35.00	\$40.00	\$35.00
Telephone Number Change	\$53.85	\$35.00	\$53.85
- Each Additional Line	\$35.00	\$35.00	\$35.00
Rewire from One Type of Service to Another	\$28.85	\$35.00	\$28.85
- Each Additional Line	\$10.00	-	\$10.00
Change of Service Charge per line	\$16.75	\$16.75	\$16.75
Features- Add/Change /Delete per order	\$24.00	\$24.00	\$24.00
Toll Free Set-Up Charge – each	\$25.00	\$25.00	\$25.00

## SECTION 4 - SERVICE CHARGES AND SURCHARGES (continued)

### 4.2 Maintenance Visit Charges (All Areas)

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician

First 1 Hour	\$250.00*
Each Additional 1 Hour	\$125.00**
Dispatch but No Trouble Found or No Access	\$250.00

\* Rate is \$450.00 when outside of business hours.

\*\* Rate is \$250.00 when outside of business hours.

### 4.3 Restoration of Service

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

	AT&T	Embarq
Line Restoral Charge		
- First line	38.00	\$18.25
- Each addl line	-	\$18.25

**SECTION 4 - SERVICE CHARGES AND SURCHARGES (continued)**

## 4.4 Additional Service Connection Charges (All Areas)

Disconnection Order Charge: When subscriber lines and trunks are disconnected the Company incurs costs which may include other carrier related charges.

	<u>Per Line or Trunk</u>
Disconnection Order Charge	\$16.75

## SECTION 5 – NETWORK SERVICES DESCRIPTIONS

### 5.1 General

#### 5.1.1 Services Offered

The following Network Services are available to business Customers:

- Standard Business Line Service
- PBX Trunk Service
- Direct Inward Dial (DID) Service
- Optional Calling Features
- Listing Services (including Non Published and Non Listed Services)
- Directory Assistance
- Miscellaneous Services (including Vanity Numbers and Number Portability)

#### 5.1.2 Application of Rates and Charges

All services offered in this product guide are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks and Digital/DS1 service.

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)**

## 5.1 General (Continued)

## 5.1.3 Emergency Telephone Service Responsibilities

Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time Company submits customer orders to the local exchange company whose service is being resold pursuant to these product guides.

At the time Company provides basic local service to a customer by means of its own cable pair, or over any other exclusively owned facility, Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.

Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Company.

Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)****5.2 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:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit. A unit is equivalent to a minute.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

## SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)

### 5.3 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Computer the difference between he "V" coordinate of the two rate centers, and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is:

Square root of:

$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$



**SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)**

5.4 Rate Periods for Time of Day Sensitive Services

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this product guide.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*							
	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*							
	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*							
	NIGHT/WEEKEND RATE PERIOD						

\*Up to but not including.

5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)****5.5 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.6 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

**5.7 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (“DID”) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enables DID service at a Customer’s location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)****5.8 Optional Calling Features**

The features listed in Section 5.11.1 are offered by the Company to Residential and Business Customers. Refer to Price Lists in Section 6 of this product guide for specific features offered with each type of local exchange service.

**5.8.1 Features Descriptions**

(A) **Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

(B) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

(C) **Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)**

## 5.8 Optional Calling Features, (continued)

## 5.8.1 Feature Descriptions, (continued)

- (D) Call Forwarding-Don't Answer: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (E) Call Forwarding-Busy Line: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order
- (F) Call Forwarding-Busy Line/Don't Answer: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (G) Call Waiting – Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- (H) Caller ID - Number: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)**

## 5.8 Optional Calling Features, (continued)

## 5.8.1 Feature Descriptions, (continued)

- (I) **Caller ID – Name & Number:** Permits the end-user to view a Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

Per line blocking for the blocking of CPN will be available upon request, at no charge. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.

Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code {#82 on their TouchTone pad or 1182 from a rotary phone) immediately prior to placing a call.

A customer may prevent the delivery of the calling name and or number to the called party by dialing an access code (#67 on their Touch Tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the called Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. If the called Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)**

## 5.8 Optional Calling Features, (continued)

## 5.8.1 Feature Descriptions, (continued)

- (J) Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code.
- (K) Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (L) Call Return: Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed.
- (M) Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (N) Repeat Dialing: Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:
- Calls to 800/900 Service numbers
  - Calls preceded by an interexchange carrier access code
  - International Direct Distance Dialed calls
  - Calls to Directory Assistance
  - Calls to 911

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)**

## 5.8 Optional Calling Features, (continued)

## 5.8.1 Feature Descriptions, (continued)

- (O) Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- (P) Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- (Q) Call Trace allows the customer to dial a code (\*57) to automatically request that the following information be recorded:

- The originating telephone number
- The date and time of the call
- The date and time call trace was activated

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a Voice Response script and assist the customer in establishing an open file. Should the customer decide to prosecute the call originating party, the customer should contact the Company for further instructions. Activation of Call Trace never authorizes Company to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the customer's telephone line.

**SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)****5.9 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

**5.9.1 Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**5.9.2 Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**5.10 Directory Assistance**

Provides for identification of telephone directory numbers via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.



**SECTION 5 – NETWORK SERVICES DESCRIPTIONS (continued)**

## 5.11 Miscellaneous Services

## 5.11.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

## 5.11.2 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit. There is no charge for this service.

## 5.11.3 Call Intercept Recording for Customer's Number Change

At the customer's request the Company will, for 30 days, provide the customer with an intercept recording referring callers to another number. This service is available to customers at no charge for the first 30 days. Customers will incur a \$5.00 per month charge after the initial 30 days.

## SECTION 6 – LOCAL SERVICES PRICE LIST

### 6.1 General

Services provided in this product guide section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from the underlying carrier. The Company will concur in the terms, conditions, and descriptions of the underlying carrier.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements.

### 6.2 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. 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 month's bill immediately following work performed by the Company.

**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)**

6.2 Standard Business Local Exchange Service (Continued)

6.2.1 Monthly Recurring Charges - AT&T Areas

The following charges apply to Standard Business Local Exchange Service lines which provides access to the exchange system of the Company and consists of a termination at the subscriber’s premises connected to a line in the central office serving the area in which the subscriber is located. Connection at the central office to switching equipment permits communication with other users.

INDIVIDUAL LINE	RATE GROUPS			
	MTM	12 M	24 M	36 M
Business Flat Rate	\$120.00	\$114.00	\$108.00	\$102.00
Business Measured Rate	\$102.00	\$96.90	\$91.80	\$86.70

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<sup>1</sup> Discounts of 5%, 10% and 15% apply for 12, 24 and 36 month term commitments respectively.

Measured Service consists of measured business service and trunks. Measured Service usage refers to charges for local usage on the basis of 1) number of completed calls, 2) duration or length of the conversation in minutes and 3) time of day and day of week.

Local Calls- No monthly allowance applies to the total monthly message charges for measured business service.

- Initial Minute \$0.045
- Additional Minute \$0.018

	Rate	Discount
8:00 AM to 5:00 PM	Day	None
5:00 PM to 11:00 PM	Evening	25%
11:00 PM to 8:00 AM	Night*	50%

Saturday, Sunday , Holidays	Rate	Discount
Saturday – All Hours	Night	50%
Sunday- 8:00 AM to 5:00 PM and 11:00 PM to 8:00 AM	Night	50%
5:00 PM to 11:00 PM	Evening	25%

\*Night rates apply on holidays

**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)**

## 6.2 Standard Business Local Exchange Service (Continued)

## 6.2.2 Monthly Recurring Charges – Frontier Southwest

Local Exchange Access Line Service consists of Basic Exchange Flat Rate Service.

Rate Groups	INDIVIDUAL LINE	Monthly Rate
1	Business Flat Rate	\$27.92

Hunting is \$0.80 additional per line

## 6.2.3 Monthly Recurring Charges – Embarq

	Monthly Rate <sup>1</sup>
Individual Flat Rate	\$28.00
Flat Rate Key Line	\$28.00

<sup>1</sup>Touchtone is included in all line rates

<b>Business Measured Rate Service</b>	Monthly Rate*
Nelson (No allowance)	\$17.00
Mt Charleston (100 message unit allowance)	\$18.00

	Per Unit	Rate
Initial 4 minutes	1 Unit	\$0.0500
Each Overtime Minute	0.2 Units	\$0.0100

\*Time of Day discounts do not apply

**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)**

6.3 PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit. Each PBX Trunk is provided with Touchtone signaling at no additional charge.

Usage charges, where applicable, are the same as those specified for Individual Lines in Section 6.2. PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 6.4).

6.3.1 Monthly Recurring Charges - AT&T Areas

PBX Flat Rate 2-Way, 2-Wire Trunk	\$126.00	I
PBX Flat Rate 2-Way, 4-Wire Trunk	\$126.00	
PBX Measured Rate 2-Way, 2-Wire Trunk*	\$102.00	
PBX Measured Rate 2-Way, 4-Wire Trunk*	\$102.00	I

\*Local Calls- No monthly allowance applies to the total monthly message charges for measured business service.

- Initial Minute \$0.045
- Additional Minute \$0.018

6.3.2 Monthly Recurring Charges – Frontier Southwest

	Rate Group 1
Business PBX 2- Way FR Rate Trunk	\$29.92

6.3.3 Monthly Recurring Charges – Embarq

	Rate Group 1
Business PBX Flat Rate Trunk	\$35.00

**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)****6.4 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (“DID”) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer’s location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 6.3 of this product guide.

**6.4.1 AT&T Areas**

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 20 DID Numbers – Per Block	\$400.00	\$54.00
- Each Additional 20 DID Numbers	\$75.00	\$62.00
60 DID Numbers – Per Block	\$400.00	\$90.00
- Each Additional 60 DID Numbers	\$75.00	\$83.00
100 DID Numbers- Per Block	\$400.00	\$90.00
- Each Additional 100 DID Numbers	\$75.00	\$83.00
Change Charge to remove or add numbers	\$128.24	
PBX Flat Rate Trunk Termination		\$24.00

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I**6.4.2 Frontier Southwest Area**

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Each Trunk arranged for DID and	\$250.00	\$12.50
- First Block of 100 DID Numbers		\$100.00
- Each Additional Block of 100 DID Numbers		\$100.00

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**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)**

## 6.4 Direct Inward Dialing (DID) Service (continued)

## 6.4.3 Embarq

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Each DID trunk Group and	\$100.00	-
- First Block of 100 DID Numbers		\$50.00
- Block of 20 Numbers		\$10.00
- Each DID Number		\$1.50
PBX Flat Rate Trunk Termination		\$15.00

**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)****6.5 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**6.5.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

**6.5.1.1 AT&T Areas**

Optional Calling Features	Business
Three-Way Calling, per call	\$3.00
Automatic Callback, per call	\$3.00
Repeat Dialing per call	\$0.95
Call Trace	\$5.99

**6.5.1.2 Frontier Southwest Areas**

Optional Calling Features	Business
*Three-Way Calling, per call	\$2.00
*Call Return, per call	\$2.00
**Busy Number Redial, per call	\$2.00
***Calling Trace, per line	\$6.00

\*Maximum charge is \$ 15.00 per month

\*\* Maximum charge is \$ 7.50 per month

\*\*\*Maximum charge is \$32.50 per month



**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)**

## 6.5 Optional Calling Features

## 6.5.1.3 Embarq

Optional Calling Features	Business
*Three-Way Calling, per call	\$1.50
*Call Return, per call	\$1.50
*Auto Redial, per call	\$1.50
**Calling Trace, per line	\$6.00

**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)**

## 6.5 Optional Calling Features (continued)

## 6.5.2 Features Offered on a Monthly Basis

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

## 6.5.2.1 AT&amp;T Areas

<b>FEATURE</b>	<b>MONTHLY RATE</b>
Anonymous Call Rejection	\$25.05 (I)
Call Forwarding-Variable	\$25.05 (I)
Call Forwarding-Busy Line	\$10.02 (I)
Call Forwarding-No Answer	\$10.02 (I)
Ultra Call Forward	\$2.70
Call Intercept/Privacy Manager	\$50.09 (I)
Select Call Forward	\$4.82
Inside Wire Maintenance	\$7.50
Intercom Service	\$2.70
Intercom Plus	\$4.50
Call Priority /Selector	\$6.29
Call Waiting	\$25.05 (I)
Call Waiting ID	\$3.04
Caller ID – Name and Number	\$34.24 (I)
Three Way Calling	\$23.80 (I)
Three Way with Transfer	\$13.50
Speed Calling (30-Code)	\$20.03 (I)
Select Call Block	\$5.22
Remote Call Forward (each path)	\$50.72 (I)
Unlimited Repeat Dialing	\$6.30
Unlimited Call Return	\$21.29 (I)
Direct Connect	\$26.00
Toll Restriction	\$19.00

**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)**

## 6.5 Optional Calling Features (continued)

## 6.5.2 Features Offered on a Monthly Basis (continued)

## 6.5.2.2 Frontier Southwest Areas

<b>FEATURE</b>	<b>MONTHLY RATE</b>
Anonymous Call Rejection	\$5.00
Call Forwarding-Variable	\$3.00
Cal Forwarding-Busy Line	\$4.00
Cal Forwarding-No Answer	\$4.00
Call Forwarding Busy Line/Don't Answer	\$4.10
Enhanced Call Forward	\$13.00
Multiple Simultaneous Call Forward	\$11.00
Call Waiting/Cancel Call Waiting	\$6.00
Speed Dialing (8 code)**	\$4.50
Speed Dialing (30 code)	\$4.50
Three-Way Calling	\$6.00
Distinctive Ring	\$6.00
Busy Number Redial (*66)	\$5.00
Call Return*69	\$5.00
Call Block	\$5.00
Selective Call Forwarding	\$5.00
Priority Call	\$5.00
Caller ID – Number Only**	\$7.00
Caller ID	\$8.00
Remote Activated Call Forward	\$4.50
Selective Call Acceptance	\$5.00
Selective Call Rejection	\$5.00
Remote Call Forwarding (Each path)	\$34.00
Line Hunt Service	\$0.80

\*\* Grandfathered as of 11/2015

**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)**

## 6.5 Optional Calling Features (continued)

## 6.5.2 Features Offered on a Monthly Basis (continued)

## 6.5.2.3 Embarq

<b>FEATURE</b>	<b>MONTHLY RATE</b>
Anonymous Call Rejection	\$6.00
Call Forwarding-Variable	\$7.00
Cal Forwarding-Busy Line	\$2.50
Cal Forwarding-No Answer	\$2.50
Call Forwarding Busy Line/Don't Answer	\$2.50
Call Waiting	\$7.00
Talking Call Waiting	\$3.00
Call Management with Options	\$7.00
Privacy ID	\$6.00
Caller ID Name and Number	\$11.00
Selective Call Rejection	\$7.00
Selective Call Ring	\$7.00
Selective Call Forward	\$7.00
Selective Call Acceptance	\$7.00
Speed Dialing (8 code)	\$6.00
Speed Dialing (30 code)*	\$7.00
Three-Way Calling	\$7.00
Distinctive Ring	\$6.50
Busy Number Redial (*66)	\$7.00
Call Return*69	\$7.00
Remote Call Forwarding (Each path)	\$20.00
Hot Line	\$6.00
Warm Line	\$6.00
Intercom (Call Within)	\$5.00
Gold Number (Personalized)	\$5.00

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**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)**

## 6.6 Directory Assistance Services

## 6.6.1 AT&amp;T Areas

Local	\$3.99
National	\$3.99

## 6.6.2 Frontier Southwest Areas

Local	\$3.99
National	\$3.99

## 6.6.3 Embarq

Local	\$3.99
National	\$3.99

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**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)**

## 6.7 Listing Services

## 6.7.1 AT&amp;T Areas

Additional Listing	\$3.50
Foreign Listing	\$3.50
Non-Listed	\$4.00
Non-Published	\$5.00

## 6.7.2 Frontier Southwest Areas

Additional Listing	\$4.50	(I)
Foreign Listing	\$4.50	(I)
Non-Listed	\$4.50	(I)
Non-Published	\$5.25	(I)

## 6.7.3 Embarq

Additional Listing	\$4.00
Foreign Listing	\$4.00
Non-Listed	\$6.00
Non-Published	\$6.00

**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)**

6.8 Operator Services

6.8.1 AT&T Areas

D\*  
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 D\*

6.8.2 Frontier Southwest Areas

Person-to-Person	\$3.00
Station-to-Station – Third Number Billing	\$1.00
Station-to-Station - Operator Assisted (sent-paid, collect, third number, and non-customer-dialed credit card calls)	\$1.00
Busy Line Verification Request	\$0.50
Emergency Interrupt Request	\$1.00

6.8.3 Embarq

Person-to-Person	\$1.65
Station-to-Station - Calling Card	\$0.30
Station-to-Station - Operator Assisted (sent-paid, collect, third number, and non-customer-dialed credit card calls)	\$0.55
Busy Line Verification Request	\$2.50
Emergency Interrupt Request	\$5.00

\*Effective March 19, 2016, Collect, Person-to-Person, Bill to Third Number calls and Busy Line Verification/Interruption services are discontinued. N

**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)****6.9 Subscriber Intrastate Access Service****6.9.1 General Description**

The Subscriber Intrastate Access Service provides interconnected access to the local public switched telephone network so that local exchange customers can make and receive calls to and from the customers of other carriers within the state.

**6.9.2 Limitations**

(A) A telephone number is not provided with Subscriber Intrastate Access Service.

(B) Detail billing is not provided with Subscriber Intrastate Access Service.

(C) Directory listings are not included with Subscriber Intrastate Access Service.

(D) Intercept arrangements are not included with Subscriber Intrastate Access Service

**6.9.3 Undertaking of the Company**

The Company will provide Subscriber Intrastate Access Service to each Customer that subscribes to its local exchange service.

**6.9.4 Term of Service**

Subscriber Intrastate Access Service shall be coterminous with the Company's local exchange service, and the Subscriber Access Charge shall apply for each telephone line or service as defined herein for all periods in which Customer subscribes to local exchange service from the Company.

**6.9.5 Rate Regulations**

(A) If Customer is eligible to receive prorated credit for their associated local exchange service, such as for network outages or suspension or termination of service, the Subscriber Access Charge will be prorated or credited in the same manner consistent with the terms of this Product Guide and any contract. No other credits are available for Subscriber Intrastate Access Service.



**SECTION 6 – LOCAL EXCHANGE SERVICES PRICE LIST (continued)****6.9 Subscriber Intrastate Access Service (continued)****6.9.5 Rate Regulations (continued)**

(B) When Customer is provided more than one local business exchange service in a state, the Subscriber Access Charge Multi-line Business Subscriber rates are assessed for each line.

(C) The Subscriber Access Charge, as set forth in 6.9.6 following, will be billed to the end user subscriber of the associated local exchange service, including, where applicable, a reseller of the associated local exchange service, in which case the reseller shall be deemed an end user for purposes of application of such charges.

(D) For each local exchange service provided as remote call forwarding business service under the Local Exchange Service Tariff or Product Guide, the Subscriber Access Charge does not apply.

(E) Services subject to the Subscriber Access Charge hereunder shall not be liable for the End User Common Line Charge (EUCL), if any, set forth in Section 9.7(A) of Company's interstate access tariff, Tariff FCC No. 1.

**6.9.6 Rates**

<b>Business Customer Service Type</b>	<b>ILEC AREA / OCN</b>		
	<b>AT&amp;T / 5173</b>	<b>FRONTIER SOUTHWEST/ 4421</b>	<b>EMBARQ/2348</b>
Single Line Local Exchange Service	5.25	6.50	3.79
Multi-line Local Exchange Service	5.77	9.20	4.77
Centrex	5.77	9.20	4.77
Trunk	5.77	9.20	4.77
PRI	28.85	46.00	23.85
T-1/Digital PBX	138.48	220.80	114.48
BRI	0.00	7.00	0.00

## SECTION 7 – ADVANCED SERVICES

### 7.1 MetPath™ ISDN PRI Service

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

MetPath™ ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

#### Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

**SECTION 7 – ADVANCED SERVICES**

## 7.1 MetPath™ ISDN PRI Service (Continued)

Non-Recurring Charges

	Non-Recurring Charge		
	12 Months	24 Months	36 Months
All Areas			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge <sup>1</sup>	Per PRI		
All Areas	ICB		
Order Supplement Charge <sup>2</sup>	First Change	Subsequent Change	
All Areas	ICB	ICB	
Order Cancellation Charge	Per PRI		
All Areas	ICB		

<sup>1</sup>Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>2</sup>Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply

**SECTION 7 – ADVANCED SERVICES****7.2 MetPath™ Digital DS-1 PBX Service**

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a MetPath™ digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

**SECTION 7 – ADVANCED SERVICES**

## 7.2 MetPath™ Digital DS-1 PBX Service (Continued)

	Non-Recurring Charge		
	12 Months	24 Months	36 Months
All Areas			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge <sup>1</sup>	Per DS1		
All Areas	ICB		
Order Supplement Charge <sup>2</sup>	First Change	Subsequent Change	
All Areas	ICB	ICB	
Order Cancellation Charge	Per DS1		
All Areas	ICB		

<sup>1</sup>Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>2</sup>Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

**SECTION 7 – ADVANCED SERVICES**

**7.3 MetPath™ ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service**

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

MetPath™ ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

## SECTION 7 – ADVANCED SERVICES

### 7.3 MetPath™ ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (continued)

#### MetPath™ ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

#### MetPath™ ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

## SECTION 7 – ADVANCED SERVICES

### 7.3 MetPath™ ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (continued)

#### MetPath™ ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

#### MetPath™ ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB



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**SECTION 7 – ADVANCED SERVICES**
**7.3 MetPath™ ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (continued)**
MetPath™ ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

## SECTION 7 – ADVANCED SERVICES

### 7.4 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a MetPath™ digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

## SECTION 7 – ADVANCED SERVICES

### 7.4 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service (continued)

The MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

#### MetPath™ ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

#### MetPath™ ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	24 Months	24 Months	24 Months
All Areas	ICB	ICB	ICB

**SECTION 7 – ADVANCED SERVICES****7.4 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service (continued)****MetPath™ ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU**

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

**MetPath™ ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU**

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

## SECTION 7 – ADVANCED SERVICES

### 7.4 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service (continued)

#### MetPath™ ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

#### MetPath™ ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

**SECTION 7 – ADVANCED SERVICES**

7.5 MetPath™ ISDN BRI Service

Integrated Services Digital Network Basic Rate Interface (ISDN BRI) is a service that provides an integrated voice/data communications capability for the transmission of circuit switched voice and data signals. ISDN services use two 64 Kbps "B" channels to transmit any combination of Circuit Switched Voice and/or Circuit Switched Data. The "D" channel is used for signaling.

In the AT&T Area the Flat Rate Threshold Pricing plan allows up to 320 hours of use each month per Digital Line. Minutes of use rates will apply for all usage above the 320 hours per Digital Line threshold. The Basic Local Calling area for Usage Option Plan A will be the LATA boundary. Local usage under Usage Option Plan A will be recorded on originating calls terminating within the LATA. Minutes of use rates will apply for all local usage. This plan is limited to outward only service. Usage Option Plan B will have unlimited usage inside the Extended Local Calling Area. The Extended Local Calling Area for Usage Option Plan B will be the Basic Local Calling Area plus any applicable Extended Calling Area.

7.5.1 AT&T Areas

SECTION	Monthly Rate
ISDN BRI Digital Line – Measured Rate (MR) CSV /CSD Features Included. Requires Business Line at Additional Charge	\$565.60 I
ISDN BRI Secondary Directory Number	\$1.94

Local Circuit- Switched Voice and Data usage	
Initial and Additional Minutes	\$0.010
LD Calls	
Circuit Switched Data	
Interstate Rate – per min	\$0.0890
Intrastate Rate – per min	\$0.0990

**SECTION 7 – ADVANCED SERVICES**

7.5 MetPath™ ISDN BRI Service (continued)

7.5.2 Frontier Southwest Areas

	Monthly Rate
ISDN BRI Flat Rate Service	\$114.00
ISDN BRI Secondary Directory Number	\$2.50
Non- Recurring Charges	\$65.00

LD Calls

Circuit Switched Data

Interstate Rate – per min	\$0.0890
Intrastate Rate – per min	\$0.1490

7.5.3 Embarq

	Monthly Rate
ISDN BRI Flat Rate Service *	\$44.00
Installation Charges	\$150.00

\*Requires Business Line at Additional Charge

## SECTION 7 – ADVANCED SERVICES

### 7.6 MetPath™ Digital Centrex Service

MetPath™ Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

#### Monthly Recurring Charges – All Areas

Contract Length	Monthly Recurring Charge
M-T-M – Assume Dial 9	ICB
12 months	ICB
24 months	ICB
36 months	ICB

**NOTES FOR ALL:** Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not include FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.



## SECTION 8 – RATE GROUPS

Charges for local services provided by the Company may be based, in part, on the Rate Group (RG) associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

### 8.1 AT&T Areas

EXCHANGE	RG	EXCHANGE	RG
Austin	1	Lathrop Wells	1
Baker	1	Lovelock	1
Battle Mountain	1	Lund	1
Beatty	1	McGill	1
Carson City	1	Mina	1
Carson Plains	1	Nixon	1
Cottonwood Creek	1	Pahrump	1
Crescent Valley	1	Reno	1
Crystal Bay	1	Round Mountain	1
Duckwater/Currant/Nyala	1	Sandy Valley	1
Ely	1	Schrutz	1
Empire	1	Silver Springs	1
Eureka/Diamond valley	1	Spring Valley/Creek/Curre/Lages	1
Fernley	1	Stagecoach	1
Fish Lake Valley	1	Sutcliffe	1
Gabbs	1	Virginia City	1
Hawthorne	1	Winnemucca	1
Imlay	1		1
Indian Springs	1		1

**SECTION 8 – RATE GROUPS (Continued)**

## 8.2 Frontier Southwest

<b>EXCHANGE</b>	<b>RATE GROUP</b>
Gardnerville*	1
Glenbrook	1
Montgomery Pass	1
Stateline	1
Smith Valley	1
Sweetwater	1
Topaz Lake	1
Yerington	1

## 8.3 Embarq

<b>EXCHANGE</b>	<b>RATE GROUP</b>
Jean	1
Laughlin	1
Las Vegas	1
Mt Charleston	1
Nelson	1
Searchlight	1

## **SECTION 9 - PROMOTIONAL OFFERINGS**

Promotional Offerings: The Company may make promotional offerings to its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made.

**SECTION 10 - INDIVIDUAL CASE BASE (ICB) ARRANGEMENTS**

Individual Case Base (ICB) Arrangements: Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to request by customers to Company for proposals or for competitive bids. Service offered under this product guide provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this product guide. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

**SECTION 11.0 – MISCELLANEOUS SERVICES**

11.1 MetPak Plus Bundled Service Plan (Available in AT&T Service Area Only)

A. Description

MetPak Plus Bundled Service Plan is an optional business package offer that provides the following:

1. Business Network Access Line
2. Unlimited Local Usage
3. Custom Calling Features
4. Fixed monthly rates for 12, 24 or 36 month term or a Month-to-Month Option

B. Available Features

Call Management features associated with the Service Plan Plus option are available on each line in the package at no extra charge. The customer may choose any of the following features for each line in the package.

Anonymous Call Rejection	Call Waiting ID
Call Block	Caller ID Name and Number
Call Forward Busy Line	Hunting
Call Forward Don't Answer	Remote Access Call Forwarding
Call Forward Don't Answer Ring Control	Repeat Dialing
Call Forward Variable	Speed Calling 8
Call Return	Speed Calling 30
Call Waiting	Three Way Calling

C. Requirements

Customers must use MetTel as their local and regional toll carrier. These plans only apply to voice traffic for sent-paid, directly dialed calls. Calls to Internet Service Providers which is not voice traffic is not covered under the plan. The plans are not available for use with PBX Trunks, ground start lines or trunks, ISDN BRI, ISDN PRI, Digital PBX Trunks, Remote Call Forwarding, Foreign Exchange, Coin or Pay Telephone Service or for use with Dial-up Modems, Predictive Dialers, Call Center operations, Broadcast Fax, Data Transmissions or Toll Free Services. Additional restrictions may apply.

D. Rates

Month to Month	12 Months	24 Months	36 Months	
\$75.00	\$65.00	\$60.00	\$55.00	I