

Arizona
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
Metropolitan Telecommunications of Arizona, LLC

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This Arizona Tariff No. 4 - Local Exchange Services replaces Arizona Tariff No. 1 - Local Exchange Services in its entirety.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Metropolitan Telecommunications of Arizona, LLC with principal offices at 55 Water Street, 32nd Floor, New York, NY 10041 for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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2	26	1 st Revised	4	56	1 st Revised
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*Revisions included in current filing

CHECK SHEET, (CONT'D.)

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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5	72	1 st Revised	9	100	Original			
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5	75	1 st Revised						
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6	77	1 st Revised						
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*Revisions included in current filing

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

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

- (C)** To signify changed regulation.
- (D)** To signify discontinued rate or 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.
- (Z)** To signify a typographical correction. (N)

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Metropolitan Telecommunications of Arizona, LLC, hereinafter referred to as the Company, to Customers within the state of Arizona. MetTel's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at <https://www.mettel.net/legal/tariffs-product-guides/>

TARIFF FORMAT

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

SECTION 1.0 – DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a business Customer's location to Carrier's location or switching center.

Account - A Company accounting category containing up to two (2) local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

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

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - Arizona Corporation Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - Metropolitan Telecommunications of Arizona, LLC, the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

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

Flat Rate Service - An exchange service for which a specified rate is charged, regardless of the amount of local use.

ICB - Individual Case Basis.

Individual Line - An exchange access line designed for the connection of one main station.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

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

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

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Measured Rate Service - A type of exchange service for which a regular charge is billed for incoming service and access to the local and toll networks. Local usage charges apply for outgoing calls completed on a local basis.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence

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

Service - Any means of service offered herein or any combination thereof.

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

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

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

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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

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

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

SECTION 2.0 - REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Arizona.

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

2.1.2 Shortage of Equipment or Facilities

2.1.2.A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- 2.1.3.A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.3.B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.3.C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff 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.D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.1.3.E.** Service may be terminated upon written notice to the Customer if:
- 2.1.3.E.1** the Customer is using the service in violation of this tariff; or
 - 2.1.3.E.2** the Customer is using the service in violation of the law.
- 2.1.3.F.** This tariff shall be interpreted and governed by the laws of the state of Arizona regardless of its choice of laws provision.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

2.1.4.A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.

2.1.4.B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

2.1.4.C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)**

2.1.4.D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

2.1.4.D.1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

2.1.4.D.2 Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

2.1.4.D.3 Any unlawful or unauthorized use of the Company's facilities and services;

2.1.4.D.4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

2.1.4.D.5 Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****2.1.4.D. (Cont'd.)**

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

2.1.4.E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.1.4.F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4.G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

2.1.4.H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

2.1.4.I. With respect to Emergency Number 911 Service:

2.1.4.I.1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

2.1.4.I.2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****2.1.4.I. With respect to Emergency Number 911 Service, (Cont'd.)**

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

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****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 hazardous 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 Special Construction

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

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

2.1.9 Ownership of Facilities

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**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 Commission 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 tariff will apply.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 Business Bundled Service, (Cont'd.)**

- 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. 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 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet 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 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2 Billing and Collection of Charges

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

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (Cont'd.)**

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%

Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% or \$5.00, whichever is greater, will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.

- F. The Customer will be assessed for each check or other payment type submitted by the Customer to the Company that a bank or financial institution refuses to honor. See Section 8.8
- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. Claims should be submitted to:

Customer Care
MetTel
420 E South Temple, Suite 560
Salt Lake City, Utah 84111
1 (800) 876-9823
customerservice@mettel.net

- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the

Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007
Phone: (602) 542-4251 or 1-800-222-7000 if calling outside the Phoenix Metro area.
<https://efiling.azcc.gov/online-services/utilities-complaint-external>

- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

2.5.4 Advance Payments

The Company does not collect advance payments.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

- A. The Company does not collect deposits.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

- A.** Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- B.** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C.** 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.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Discontinuance of Service, (Cont'd.)**

- D.** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E.** Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F.** In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G.** Upon the Company's discontinuance of service to the Customer under Section 2.5.6 A. or 2.5.6 B., the Company, 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 tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H.** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- I.** Without notice in the event of tampering with the equipment or services furnished by the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.7 Cancellation of Application for Service**

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.8 Changes in Service Requested

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service**

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

2.6.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.1 General, (Cont'd.)**

- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.6.2 Limitations of Allowances

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

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.2 Limitations of Allowances, (Cont'd.)**

- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

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

2.6.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2.0 - REGULATIONS, (CONT'D.)

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

2.6.4 Application of Credits for Interruptions in Service, (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others**2.7.1 Joint Use Arrangements**

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.8 Cancellation of Service/Termination Liability**

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 Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

Services provided in this tariff which are under a Term Commitment Agreement are guaranteed against Company initiated rate increases for the duration of the Agreement. If a customer discontinues service, in whole or in part, before the expiration of the Agreement, the customer is liable for a termination of service charge. Unless otherwise specified in the tariff, the termination charge will be calculated as follows:

The average of the sum of all line charges on all previous Company invoices to the customer for each month the agreement was in service, multiplied by the number of months remaining on the term agreement.

2.9 Transfers and Assignments

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.10 Customer Liability for Unauthorized Use of the Network**

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

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.11 Notices and Communications**

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

2.12 Taxes, Fees and Surcharges

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

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.12 Taxes, Fees and Surcharges, (Cont'd.)

2.12.1 Arizona Universal Service Fund (AUSF)

In addition to all other taxes and fees that are listed herein or passed through in the normal course of business (e.g. sales tax), the Company shall also add an amount to be collected to each bill for recovery of the Arizona Universal Service Fund (AUSF).

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Arizona Corporation Commission has created support mechanisms to assist in the provision of such service in high-cost areas. Pursuant to Arizona Administrative Code, R14-2, Article 12, the Rule directs that the surcharge will be levied on all telecommunications service purchased by end-users.

The Arizona Universal Service Fund (AUSF) surcharge will be the amount set forth in the Arizona Administrative Code, R14-2, Article 12. The percentage and amounts set forth will be subject to periodic adjustment by the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.13 Miscellaneous Provisions

2.13.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

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

2.13.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.14 Customer Responsibility****A. Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.15 SERVICE ORDER CHARGE**A. General**

A Service Order Charge is a non-recurring charge which applies to each order to change existing service at the same location, or to disconnect service in whole or in part, subject to the exceptions listed below.

B. Exceptions to the Charge

No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.

When a Connection Charge, Restoral Charge, Change of TN Charge, or Primary Interexchange Carrier Charge applies to a particular customer order, a separate Service Order Charge does not apply to the customer's request for supplemental services or features encompassed by that order.

The Company may from time to time waive or reduce the charge as part of a promotion.

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment; or (e) to disconnect service in whole or in part.

SECTION 3.0 - 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) Century Link former Qwest 2) Frontier of the Southwest 3) Citizens of the White Mountains, Citizens Utilities Rural and Navajo Communications.

SECTION 4.0 - BASIC SERVICES

4.1 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:

- 4.1.1** 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.
- 4.1.2** 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).
- 4.1.3** 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.

4.2 Reserved for Future Use

SECTION 4.0 - BASIC SERVICES (CONT'D.)**4.3 Network Exchange Service****4.3.1 Business Service¹**

Exchange Access Line

All of the Company's CO equipment and outside plant facilities that are needed to connect the service CO to and including the Company provided Network Interface or equivalent.

Exchange Access Line Type

- Individual line main telephone service.
- Hunting Service, which is normally provided in a group of two or more lines so arranged that when a busy line is dialed the CO equipment will automatically select another line.
- Multiline Telephone Service, which is an offering of individual lines for termination, at the customer's premises, in a multiline telephone system.
- Trunk line service, which is an offering of CO lines which connect an automatic call distributing system, PBX system Key Telephone system, or other (dial) automatic switching system at the customer's premises to the CO.

These features are offered subject to availability of suitable facilities. Certain features may not be available with all classes of services.

Abbreviated Access- Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated code. Two arrangements are available, namely, Abbreviated Access, one-digit or Abbreviated Access, two-digit. the provider controls the speed call list and informs clients of the digit(s) to dial to reach the predetermined telephone number.

Anonymous Call Rejection- Anonymous Call Rejection is available with Caller Identification and Last Call Return at no extra charge and prevents incoming calls marked private or anonymous from being completed. Anonymous Call Rejection is placed on the customer's line in the "off" condition. The customer must activate and deactivate the feature by dialing a code. Calls marked private or anonymous are those calls on which per call blocking or permanent per line blocking has been activated in order to prevent name and telephone number information from passing to the called party. Blocked calls are routed to an announcement that states that the customer does not accept private or anonymous calls and provides further direction to the caller on how to unblock the call.

¹ See Section 8 – Current Price List for rates

SECTION 4.0 - BASIC SERVICES (CONT'D.)**4.3 Network Exchange Service, (Cont'd.)****4.3.1 Business Service, (Cont'd.)**

Call Curfew- Allows the customer the ability to block incoming and outgoing calls. The feature can be turned on and off manually or automatically by pre-set schedules which have been defined by the customer. When the feature is activated, incoming calls will be blocked and the calling party will hear an announcement that the customer is unavailable. For outgoing calls, the customer will hear a fast busy and the call will not be completed. When the feature is not activated, normal call processing will occur.

Call Forwarding - Busy Line

Expanded Forwarding- Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy or if the customer does not answer after a preset number of ringing cycles.

External Forwarding- Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy or to any number within the same central office switch if the called number does not answer (where available).

Overflow Forwarding- Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy.

Call Forwarding - Busy Line/Don't Answer

Expanded Forwarding- Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy.

External Forwarding- Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy.

Overflow Forwarding- Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy or does not answer.

Call Forwarding - Busy Line (Programmable)- Allows a customer to have incoming calls forwarded to another number within the same central office switch if the customer does not answer after a preset number of ringing cycles.

Call Forwarding - Don't Answer -Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

Expanded Forwarding- Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the customer does not answer after a preset number of ringing cycles.

SECTION 4.0 - BASIC SERVICES (CONT'D.)**4.3 Network Exchange Service, (Cont'd.)****4.3.1 Business Service, (Cont'd.)**

Call Forwarding - Don't Answer (Programmable)- Allows a customer to have incoming calls forwarded to another number if the customer does not answer after a preset number of ringing cycles. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

Call Forwarding-Basic- Provides an arrangement for transferring incoming calls to another telephone number within the local area by dialing a code and the number of the service to which calls are being transferred. Enables the customer to forward incoming calls to another telephone number by dialing *72 and the number to which calls are being forwarded to.

Call Forwarding-Variable- Allows a customer to forward incoming calls to another telephone number of the customer's choice. The customer activates and deactivates this feature and may also change the telephone number to which the calls are forwarded. Call Forwarding - Variable for PBX and Horizon customers will only work on one trunk at a time. The feature will also remove that trunk from rotary hunting service during its use.

Call Forwarding-Variable-No Call Completion Option- An option of Call Forwarding-Variable that allows a customer subscribing to that feature to activate it without completing a call to the forward-to number.

Call Forward Multiple Simultaneous Call Forward- This feature provides a business customer with the capability to specify the number of calling paths that will be forwarded from one subscriber line to another telephone number. The feature is offered where facilities permit and at no time will this service take precedent over the requirement for these facilities to provide a customer with telephone service. Multiple Simultaneous Call Forward is restricted to voice use only. The feature is available only as an enhancement to one or more of the following features: Call Forwarding, Call Forwarding Busy and Call Forward No answer. Multiple Simultaneous Call Forward is limited to ten (10) call forwarding paths.

Call Rejection (a.k.a Call Block) - Allows a customer to establish and modify a list of up to twenty-five telephone numbers that will enable the customer to reject call attempts originating from those telephone numbers. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

Call Acceptance- Allows a customer to select specific telephone numbers from which calls are to be received. All other calls are intercepted and routed to a recorded announcement that informs the caller that the customer is not accepting calls. Selective Call Acceptance is accessed by dialing "*64" or "1164" on a rotary telephone.

SECTION 4.0 - BASIC SERVICES (CONT'D.)**4.3 Network Exchange Service, (Cont'd.)****4.3.1 Business Service, (Cont'd.)**

Select ReCall Acceptance- Allows a customer to select specific telephone numbers from which calls are to be received. All other calls are intercepted and routed to a recorded announcement that informs the caller that the customer is not accepting calls. Selective Call Acceptance is accessed by dialing "*64" or "1164" on a rotary telephone.

Call Tracing- Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a pay per use basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for action. The customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.

Call Transfer- Allows a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three party connection, and then to leave the connection without disconnecting the call.

Call Waiting- Call Waiting provides notification when a second incoming call is waiting on the line when the line is already in use. A brief tone alerts the subscriber that another call is waiting on the line. Successive depressions of the switchhook allow the party to transfer between calling parties.

Call Waiting/Cancel Call Waiting- Call Waiting is an arrangement whereby a customer who is using an exchange line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer, by flashing the switchhook, is able to have alternative conversation between parties. Cancel Call Waiting allows a Call Waiting subscriber to disable the Call Waiting feature of their telephone for the duration of a telephone call. The subscriber dials a code prior to placing a call to temporarily disable the Call Waiting feature.

Call Waiting Identification - Call Waiting Identification allows incoming calls waiting on the line to visually display on a Call Waiting Identification Display Unit and allows the called party to receive the caller's listed name and number information consistent with Caller Identification - Number or Caller Identification - Name and Number. Successive depressions of the switchhook allow the party to transfer between calling parties. Customers must subscribe to Caller Identification Number or Caller Identification Name and Number.

Caller ID with Privacy +/- - Call Waiting is an arrangement whereby a customer who is using an exchange line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer, by flashing the switchhook, is able to have alternative conversation between parties. Cancel Call Waiting allows a Call Waiting subscriber to disable the Call Waiting feature of their telephone for the duration of a telephone call. The subscriber dials a code prior to placing a call to temporarily disable the Call Waiting feature.

SECTION 4.0 - BASIC SERVICES (CONT'D.)**4.3 Network Exchange Service, (Cont'd.)****4.3.1 Business Service, (Cont'd.)**

Caller Identification - Name and Number- Provides for the delivery of the telephone number, including non-published and non-listed numbers, and name associated with the telephone line used by the calling party to place the call. The number and name delivered to the customer's Caller ID unit are those provided by the telephone network to the customer's serving central office and the database consulted by the Company to determine the name associated with that number, respectively. The Company, in its sole discretion, may abbreviate and modify name information for display purposes.

Caller Identification - Number- Provides for the delivery of the telephone number, including non-published and non-listed numbers, associated with the telephone line used by the calling party to place the call. The number delivered to the customer's Caller ID unit are those provided by the telephone network to the customer's serving central office.

Continuous Redial / *66 - Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available. This service is available on a pay per use basis or a monthly subscription basis. A pay per use charge applies per activation regardless of whether the call is completed.

Dial Call Waiting- Dial Call Waiting functions interactively with Distinctive Alert, following. When a line equipped with Dial Call Waiting calls a line equipped with Distinctive Alert, the customer will hear either a distinctive ring when the line is not in use or a distinctive call waiting signal when the customer is using the called line.

Call Waiting/Caller ID- Provides a visual display of the incoming caller's name or number when Call Waiting is activated on the subscriber's line. This service, therefore, combines and enhances Calling Name Delivery, Calling Number Delivery and Call Waiting. A subscriber who is engaged in a conversation and receives an incoming call hears a special call waiting tone and is provided a visual display of the call waiting party's number and/or name. The subscriber must have a Call Waiting Display Terminal capable of alphanumeric display and subscribe to Call Waiting, as well as Calling Name and/or Call Number Delivery.

Dial Lock- Dial Lock is a service that provides the ability to block outgoing calls. Through the use of an administrative password, a customer can determine what type of outgoing calls will be permitted from the line. Different blocking parameters can be established on a per line basis. This service will allow blocking to: all nonemergency local calls; all long distance and directory assistance calls; all international calls; all operator assisted calls; all toll free calls and all information services calls. A customer can create a list of up to twenty numbers that can be called regardless of the type of blocking that is in place. Customers may override the blocking at anytime.

SECTION 4.0 - BASIC SERVICES (CONT'D.)**4.3 Network Exchange Service, (Cont'd.)****4.3.1 Business Service, (Cont'd.)**

Directed Call Pick Up- Allows a customer to answer a call during the ringing cycle that is directed to another line by dialing a preset access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

Directed Call Pick Up with Barge-In- Allows a customer to answer a call that is ringing to another line, or has been answered by another line, by dialing a preset access code and the telephone number of the line to be answered.

Distinctive Alert- Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone.

Distinctive Ring- Provides one or more different phone numbers as allowed and rings for a single telephone line. Used to distinguish incoming calls. The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns.

Do Not Disturb- Allows a customer to set schedules to block incoming calls during designated times. These schedules automatically, activate/deactivate the Do Not Disturb function. When the feature is activated, callers hear a customer selected greeting indicating that the customer is not available. Customers who would like to have certain callers reach them when the service is activated may create a code for use by such callers.

Easy Access- Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated two-digit code. The dialing code is *98.

Hot Line- Outgoing calls are automatically routed to a preprogrammed telephone number when the customer takes the phone off-hook. A line equipped with Hot Line cannot place outgoing calls to any number other than the preprogrammed number.

Hunting Service- Hunting Service is an optional arrangement available to customers with two or more individual line services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line will overflow to other of the customer's lines not busy. The following types of hunting arrangements are available: series and multiline (basic hunting), circular, and preferential. Rotary Hunt allows for hunting to start at the dialed number and continues looking for an idle line to the last number in the hunt group. Circular Hunt allows for hunting to start at the dialed number and continues in ascending order to the last number in the hunt group. Hunting then proceeds to the first number of the hunt group and continues through the group until an idle line is reached or the number just preceding the dialed number is reached. Preferential Hunt enables incoming calls to a specific number within a hunt group to hunt over a unique hunting sequence of lines within the hunting group. The unique hunting sequence is other than that encountered when a caller dials the first telephone number in the hunt group.

SECTION 4.0 - BASIC SERVICES (CONT'D.)**4.3 Network Exchange Service, (Cont'd.)****4.3.1 Business Service, (Cont'd.)**

Return Call/**69- Allows a customer to dial a code to receive an audio announcement of the telephone number, including non-published and non-listed numbers, of the last incoming call regardless if the call was answered or not. The number delivered by the announcement is the one provided by the telephone network to the customer's serving central office. Some announcements may provide a date and time of the last call. Numbers marked "Private" by the caller will not be announced. If a number is announced the customer will receive a prompt that may allow them to automatically place a return call however, the feature may not be able to place the return call even if the number is announced. If a returned call can be placed, and the called number is busy, it will be redialed for a limited period of time. When the called number becomes available a distinctive ring will alert the customer.

No Solicitation- Allows a customer to deter sales and telemarketing calls received by the customer. This is accomplished via a recorded message which informs the caller that the customer does not accept telephone solicitations, and asks solicitors to hang up and to place the called party on the solicitors "do-not-call" list. NO SOLICITATION automatically screens calls between the hours of 8:00 A.M. until 9:00 P.M. daily and it may be disabled by the customer at any time, if desired. A caller may press one, or stay on the line to complete the call connection. Subscribers to this feature have the option of establishing a "Privileged Caller List" (PCL) consisting of up to 25 numbers. A caller whose number appears on the PCL will bypass the recorded message..

Priority Call- Allows a customer to establish and modify a list of up to fifteen callers' telephone numbers. When a call originates from one of the numbers on the list the customer will hear a distinctive ring. Incoming calls from numbers on the list that encounter a busy or don't answer condition will be treated like any other incoming call.

Remote Access Forwarding (Call Following)- Allows a customer to route all incoming calls to another destination and may be activated, deactivated, or changed from any remote location, as well as from the customer's premises. Calls may be forwarded only within the United states, including Alaska and Hawaii.

Do Not Disturb- Allows a customer to set schedules to block incoming calls during designated times. These schedules automatically, activate/deactivate the Do Not Disturb function. When the feature is activated, callers hear a customer selected greeting indicating that the customer is not available. Customers who would like to have certain callers reach them when the service is activated may create a code for use by such callers.

Security Screen- Provides the customer with the ability to screen certain types of undisclosed calls that are placed to their number. A customer who subscribes to SECURITY SCREEN must also subscribe to Caller Identification – Name and Number. Two screening options are available with Security Screen.

Security Screen with Standard Screening which screens calls from private (blocked) and unidentified telephone numbers only.

SECTION 4.0 - BASIC SERVICES (CONT'D.)**4.3 Network Exchange Service, (Cont'd.)****4.3.1 Business Service, (Cont'd.)**

Security Screen with Advanced Screening which screens calls from all tollfree numbers, long distance numbers, and private (blocked) or unidentified telephone numbers. Callers making calls from private (blocked) or unidentified telephone numbers to customers who use either Security Screen with Standard Screening or Security Screen with Advanced Screening will hear a series of prompts asking them to unblock their line or enter a telephone number for delivery to the called party. Callers making calls from toll-free or long distance numbers to customers who use Security Screen with Advanced Screening will be asked to enter a telephone number for identification purposes. In all cases, a caller who chooses not to unblock their line or enter a telephone number will be advised that their call cannot be completed and the call will be terminated. If the calling party unblocks their line or enters a telephone number, they will be connected directly to the Security Screen customer; the Security Screen customer will hear a distinctive ring if the call party inputs data to be passed unless they subscribe to Custom Ringing Service. The Caller ID unit will display one of the following:

- If the call is private (blocked) or unavailable and the caller enters a ten-digit number from within the Company's territory that is the same as the calling number, the display will carry the telephone number and the caller's name with an (*).
- If the call is private (blocked) or unavailable and the caller enters a private tendigit number that is different from the calling number, the display will show Security Screen and the number the caller input.
- If the call is private (blocked) or unavailable and the caller enters a ten-digit number outside of the Company's territory, the display will read Security Screen and the number the caller input.
- If the call is private (blocked) or unavailable and the caller inputs one to nine digits (e.g. 2345), the display will read Security Screen and the number the caller input backfilled with zeros (000-000-2345).

Scheduled Forwarding - Allows a customer to route all incoming calls to another destination and may be activated, deactivated, or change the times, days and destination numbers from any remote location, as well as from the customer's premises.

Selective Call Forwarding - Allows a customer to establish and modify a list of up to twenty-five telephone numbers whereby calls originating from numbers on the list can be forwarded to a local or long distance number selected by the customer. All other calls will be handled normally. Selective Call Forwarding may be activated, deactivated, or changed by the customer.

Selective Call Waiting - Allows a customer to add a third party to an existing telephone conversation by depressing the switchhook and dialing the third party's telephone number. When the third party answers the customer can conference all of the parties by depressing the switchhook, or speak with the thirty party privately. Three-Way Calling is available on a pay per use basis or a monthly subscription basis.

SECTION 4.0 - BASIC SERVICES (CONT'D.)**4.3 Network Exchange Service, (Cont'd.)****4.3.1 Business Service, (Cont'd.)**

Speed Calling - Allows a customer to dial frequently called numbers by dialing a one or two digit code in place of the entire telephone number. Speed Calling lists are available in 8 number or 30 number capacity and can include local and long distance telephone numbers. The lists may be established and changed by the customer.

Selective Call Forwarding - Allows a customer to establish and modify a list of up to twenty-five telephone numbers whereby calls originating from numbers on the list can be forwarded to a local or long distance number selected by the customer. All other calls will be handled normally. Selective Call Forwarding may be activated, deactivated, or changed by the customer.

Three-Way Calling - Allows a customer to add a third party to an existing telephone conversation by depressing the switchhook and dialing the third party's telephone number. When the third party answers the customer can conference all of the parties by depressing the switchhook, or speak with the third party privately. Three-Way Calling is available on a pay per use basis or a monthly subscription basis.

Warm Line- Allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within a specified length of time after going off-hook. When the customer's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the central office switching equipment.

Caller ID Blocking - per line- Caller ID Blocking - per line permits the customer to block the display of their directory number on all calls made from a particular line on the terminating subscriber's display equipment. The customer can unblock a single call by dialing an activation code (*82 or 1182 from a rotary phone) prior to placing a call. The feature is automatically deactivated when the customer hangs up.

Remote Call Forwarding (RCF) - Remote Call Forward Service (RCF) is a service whereby a call placed from a station (the originating station) to an RCF subscriber's telephone number in an exchange (the call forwarding location) is automatically forwarded by Company facilities to another station (the terminating station) designated by the RCF subscriber, which is located in a different exchange or to a station in another wire center in the same exchange. This service is provided, where available the condition that the RCF customer subscribe to sufficient access lines at the terminating location to adequately handle calls from the RCF location without interfering with or impairing any services offered by the Company.

900 Call Restriction- 900 Call Restriction is a central office service which allows customers to restrict certain types of outgoing calls from being placed over their exchange access lines. 900 Call Restriction is activated when a dialed number is preceded by a 900 prefix. Restricted calls are directed to a central office announcement. It is provided at no charge to the customer only for the initial blocking and are billed for subsequent requests.

SECTION 4.0 - BASIC SERVICES (CONT'D.)**4.3 Network Exchange Service, (Cont'd.)****4.3.1 Business Service, (Cont'd.)**

Toll Blocking Service- Toll Blocking Service is a central office service that restricts one plus (1+ and 10XXX+), International (011+), zero plus (0+) and/or zero minus (0-) calling. Calls to 800 Service will not be restricted (1+800+ XXX-XXXX). Restricted calls are directed to a central office announcement. Option 1 - Restricts any direct dialed one plus (1+ and 10XXX+) or direct dialed International (011+) call. This includes directory assistance (1+411, 1+555-1212, 1+NPA+555-1212). This option includes Originating Line Screening which allows outgoing intraLATA toll calls to be charged to the called telephone, a third number, or a credit card account. Option 2 Restricts any direct dialed one plus (1+ and 10XXX+) or direct dialed International (011+) call. This includes directory assistance (1+411, 1+555-1212, 1+NPA+555-1212). Option 2 also restricts any local or long distance zero plus (0+) or zero minus (0-) call. If 911 service is not available in an exchange, zero minus (0-) calls will be restricted to Local Operator assisted emergency calls.

Billed Number Screening- This service prevents the billing of incoming collect and/or third number billed calls to a customer's telephone account. Service is subject to availability. The Company makes no guarantee and assumes no liability for the accuracy of Billed Number Screening Service. The customer agrees fully and completely to indemnify and save harmless the Company, its successors and assigns, from and against any and every claim, loss, damage, suit or liability arising out of the furnishing or failure to furnish Billed Number Screening Service.

Call Forwarding Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forwarding Don't Answer: Automatically forwards all calls to another number if not answered within a specified number of rings.

Call Forwarding Busy / Don't Answer: Provides the capability to redirect incoming calls to another destination when the user is busy on a call or does not answer the call within a predetermined time interval.

Distinctive Ring Direct Connect: Direct Connect provides additional option of directing an incoming call to a specific device, e.g. a fax machine.

Gold Number Service: Gold Number Service is provided to customers requesting a specific telephone number

Inside Wire Maintenance: Inside Wire Maintenance Plan is an optional monthly service that provides repair protection for telephone jacks and wires inside the customer's premises.

Select Call Rejection: Select Call Rejection is a feature that allows the customer to block numbers of their choice.

Select/Preferred Call Forwarding: Select/Preferred Call Forwarding permits the customer to forward incoming calls from a pre-selected list of numbers to a different number of their choice.

SECTION 4.0 - BASIC SERVICES (CONT'D.)**4.3 Network Exchange Service, (Cont'd.)****4.3.1 Business Service, (Cont'd.)**

Unlimited *66 Repeat Dialing: Also known as continuous redial or busy number redial is a code activated (*66) feature that allows callers to automatically redial a busy telephone number until a connection is made.

Unlimited *69 Call Return: Identifies the last incoming call placed to the customer's line. Call Return (*69) will automatically redial the last incoming telephone number for calls received from other Optimum Voice lines and from certain calls within your calling area.

Repeat Call: please see "Unlimited *66 Repeat Dialing definition in this section.

Return Call: "Unlimited *69 Call Return definition in this section

Call Intercept / Privacy Manager: This feature will intercept all unidentified calls that are displayed as anonymous, out of area, private, unavailable, unknown to end users who have Caller ID with Name allowing subscribers to screen their incoming calls.

Call Forwarding Busy Line / Don't Answer External: Call Forwarding Busy Line/Don't Answer Expanded features allow the end-user to forward calls outside the end-user's switching system.

Selective Call Screening – Collect, CC & 3rd No.: Selective call screening allows users to deny or reject operator assisted calls.

Telephone Number Only Reservation – per number: Allows the customer to reserve a specific telephone number.

Ultra Forward Service: Ultra Forward service allows the customer to forward calls or change a forwarding number from any touch-tone phone

Message Waiting Indicator: A message waiting indicator alerts the customer a voicemail message has been left for them.

SECTION 4.0 – BASIC SERVICES (CONT’D.)**4.3 Network Exchange Service, (Cont’d.)****4.3.2 MetPak Plus Bundled Service Plan***

MetPak Plus Bundled Plan is a package of features available to business customers in conjunction with an individual flat rate or additional flat rate access line. Business customers subscribing to the package are entitled to unlimited use of the services/features specified below:

(A) Standard Features

- Caller ID Family
 - Anonymous Call Rejection
 - Caller ID - Name and Number
- Call Forwarding Family
 - Call Forwarding Busy Line
 - Call Forwarding Busy Line/Don’t Answer
 - Call Forwarding Don’t Answer
 - Call Forwarding Variable
 - Remote Access Forwarding
- Call Transfer
- Call Waiting Family
 - Call Waiting
 - Call Waiting ID
 - Selective Call Waiting
 - Long Distance Alert
- Custom Ringing
- Dial Lock
- Easy Access (Star 98)
- Last Call Return
- Message Waiting Indication – Audible or Audible/Visual
- Series Hunting
- Three-Way Calling

- (B)** In addition to choosing services or features from the list in the preceding, a customer may also select services or features at rates and charges specified elsewhere.

Terms and Conditions

- (A)** All terms and conditions specified elsewhere for the respective services/features requested as part of this package shall apply.
- (B)** A customer choosing Caller ID - Name and Number will automatically be provided with Anonymous Call Rejection.
- (C)** A customer may choose one or more compatible features in the Call Forwarding Family as one of their selections.

*Service only available in former Qwest territories.

SECTION 4.0 - BASIC SERVICES, (CONT'D.)

4.3 Network Exchange Service, (Cont'd.)

4.3.2 MetPak Plus Bundled Service Plan, (Cont'd.)

Terms and Conditions, (Cont'd.)

- (D) A customer may choose Call Waiting, Call Waiting ID or Selective Call Waiting from the Call Waiting Family as one of their selections. They may add Long Distance Alert as part of that selection.
- (E) All services or features selected in the package can only be provided where technically available and compatible with other features the customer may choose to order.

Rates and Charges

- (A) The monthly rate that follows includes a business individual flat rate or additional flat rate line as specified in the Exchange and Network Services section of this Tariff.
- (B) Normal nonrecurring charges associated with the line as specified in the Exchange and Network Services portion of this Tariff apply where MetPak Plus Bundled Plan is provided in association with the installation of a new business individual or additional flat rate line or the move of a business individual or additional flat rate line from one location to another.
- (C) Services or features specified in 4.3.2 (A), preceding may be added to or changed in the package without a nonrecurring charge.
- (D) Recurring rates and nonrecurring charges specified elsewhere apply to add or change any feature or service not specified in 4.3.2 (A), proceeding, when added to the Metpak Plus service.
- (E) Any mandated charges or special surcharges, e.g., 911, TDD, EUCL, Telephone Assistance Plan, will apply to each flat rate business line as part of the MetPak Plus Bundle.
- (F) MetPak Plus Bundled Plan will be provided at the following rate:

	<u>Current Rate</u>	<u>Maximum Rate</u>
Per individual or additional flat rate business line	\$62.00	\$155.00

SECTION 4.0 - BASIC SERVICES (CONT'D.)

4.3 Network Exchange Service, (Cont'd.)

4.3.2 MetPak Plus Bundled Service Plan, (Cont'd.)

Term Agreement Pricing

- (A) A discount will be applied to the monthly rates specified in Rates and Charges (F) when a customer agrees to subscribe to one or more MetPak Plus Line packages for a specific term. The discounts and required terms are as follows:

<u>DISCOUNT</u>	<u>TERM</u>
10%	12 months
15%	24 months
20%	36 months

- (B) The discount(s) will apply when a customer agrees to subscribe to one or more packages for 12, 24, or 36 months.
- (C) The discounts specified above apply for each MetPak Plus Line package subscribed to by the customer under the Term Agreement Pricing Plan.
- (D) All qualifying packages must be at the same location, for the same customer, on the same billing number.
- (E) Any MetPak Plus Line package added after the establishment of the initial term agreement discount period may be added either to the initial term period or may be added under a new term period.
- (F) Customers may initiate a renewal of the term agreement either prior to or at the conclusion of the initial term period. If initiated prior to the conclusion of the initial term period, the new term must be equal to or greater than the initial term period. For example, a customer who originally opted for a 12 month term may renew for 12 months or may renew for 24 or 36 months.
- (G) If the customer terminates the service in whole or in part prior to the expiration date, the customer will pay a termination fee as follows:

TERM	TERMINATION FEE
12 months	Balance of remaining monthly charge
24 months	Balance of remaining monthly charge
36 months	Balance of remaining monthly charge

- (H) The termination fee applies to each MetPak Plus Line package provided under the Term Agreement Pricing plan. By way of example, a customer who has three packages under a 24 month term agreement and disconnects in month 15 would pay the remaining monthly charges for 3 packages times 9 months as termination fees.

SECTION 4.0 - BASIC SERVICES, (CONT'D).**4.3 Network Exchange Service, (Cont'd.)****4.3.3 MetPak Prime Bundled Plan***

MetPak Prime is a package of features available to business customers in conjunction with an individual flat rate or additional flat rate access line. Business customers subscribing to the package are entitled to choose three services / features from the following list in their package.

(A) Standard Features

- Caller ID Family
Anonymous Call Rejection
Caller ID - Name and Number
- Call Forwarding Family
Call Forwarding Busy Line
Call Forwarding Busy Line/Don't Answer
Call Forwarding Don't Answer
Call Forwarding Variable
Remote Access Forwarding
- Call Transfer
- Call Waiting Family
Call Waiting
Call Waiting ID
Selective Call Waiting
Long Distance Alert
- Custom Ringing
- Dial Lock
- Easy Access (Star 98)
- Last Call Return
- Message Waiting Indication – Audible or Audible/Visual
- Series Hunting
- Three-Way Calling

- (B)** In addition to choosing three services or features from the list in the preceding, a customer may also select one or more additional services or features from the list in the preceding at rates and charges specified elsewhere.

Terms and Conditions

- (A)** All terms and conditions specified elsewhere for the respective services/features requested as part of this package shall apply.
- (B)** A customer choosing Caller ID - Name and Number will automatically be provided with Anonymous Call Rejection.
- (C)** A customer may choose one or more compatible features in the Call Forwarding Family as one of their selections.

*Service is grandfathered -No longer available to new customers as of 5/1/20

SECTION 4.0 - BASIC SERVICES, (CONT'D.)

4.3 Network Exchange Service, (Cont'd.)

4.3.3 MetPak Prime Bundled Plan, (Cont'd.) *

Terms and Conditions, (Cont'd.)

- (D) A customer may choose Call Waiting, Call Waiting ID or Selective Call Waiting from the Call Waiting Family as one of their selections. They may add Long Distance Alert as part of that selection.
- (E) All services or features selected in the package can only be provided where technically available and compatible with other features the customer may choose to order.

Rates and Charges

- (A) The monthly rate that follows includes a business individual flat rate or additional flat rate line as specified in the Exchange and Network Services Tariff. Where applicable, incremental charges specified in this Exchange and Network Services Tariff shall apply.
- (B) Normal nonrecurring charges associated with the line as specified in this Tariff apply where MetPak Prime is provided in association with the installation of a new business individual or additional flat rate line, or the move of a business individual or additional flat rate line from one location to another.
- (C) Services or features specified in 4.3.3 (A) may be added or changed in the MetPak Prime package without a nonrecurring charge.
- (D) Recurring rates and nonrecurring charges specified elsewhere apply to add or change any feature or service not specified in 4.3.3 (A), preceding.

MetPak Prime will be provided at the following rate:

	<u>Monthly Rate</u>
Per individual or additional flat rate business line (month to month rates)	\$57.00

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Service, (Cont'd.)

4.3.9 MetPak Prime Bundled Plan, (Cont'd.) *

- (A) A discount will be applied to the monthly rates specified in Rates and Charges (D) when a customer agrees to subscribe to one or more MetPak Prime packages for a specific term. The discounts and required terms are as follows:

DISCOUNT	TERM
14.5%	12 months
19.3%	24 months
24%	36 months

- (B) The discount(s) will apply when a customer agrees to subscribe to one or more packages for 12, 24, or 36 months.
- (C) The discounts apply for each MetPak Prime package subscribed to by the customer under the Term Agreement Pricing Plan.
- (D) All qualifying packages must be at the same location, for the same customer, on the same billing number.
- (E) Any MetPak Prime package added after the establishment of the initial term agreement discount period may be added either to the initial term period or may be added under a new term period.
- (F) Customers may initiate a renewal of the term agreement either prior to or at the conclusion of the initial term period. If initiated prior to the conclusion of the initial term period, the new term must be equal to or greater than the initial term period. For example, a customer who originally opted for a 12 month term may renew for 12 months or may renew for 24 or 36 months.
- (G) If the customer terminates the service in whole or in part prior to the expiration date, the customer will pay a termination fee as follows:

TERM	TERMINATION FEE
12 months	Balance of remaining monthly charge
24 months	Balance of remaining monthly charge
36 months	Balance of remaining monthly charge

- (H) The termination fee applies to each MetPak Prime package provided under the Term Agreement Pricing plan. By way of example, a customer who has three packages under a 24 month term agreement and disconnects in month 15 would pay the remaining monthly charges for 3 packages times 9 months astermination fees.

SECTION 5.0 – NON-RECURRING AND OTHER SUPPLEMENTAL SERVICES²**5.1 Service Order and Change Charges****5.1.1 Service Order Charges – Definitions**

Primary Service Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Secondary Service Connection Charge - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

Transfer of Service Charge, Primary Line - applies to the first line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line - applies to the second, or third, etc., line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch (or Trouble Isolation) Charge - A separate Technician Dispatch Charge (or Trouble Isolation Charge) applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

Service Order Charge - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified non-recurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed.

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

Change of Service Charge: Requests to change service of a line or trunk will be billed a Change of Service Charge.

Change of Features: Requests to add/change or delete features, including hunting will be charged on a per order basis.

² See Section 8– Current Price List for rates

SECTION 5.0 – NON-RECURRING AND OTHER SUPPLEMENTAL SERVICES, (CONT'D.)**5.1 Service Order and Change Charges, (Cont'd.)****5.1.2 Change Order Charges – Definitions**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Feature or Feature Pack Change Order - applies when a customer requests a change, adding or removing a feature or feature pack.

Toll Restriction Fee Order - applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order - applies to each telephone number change request/order.

Long Distance Minutes Pack Change Order - applies to Customers who request/order a change to add or delete an LD Minutes Pack.

Listing Change Charge - applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

5.1.3 Record Change Charges – Definitions

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

5.1.4 Miscellaneous Charges – Definitions

Duplicate Invoice - applies each time a Customer requests an additional copy of a current bill or invoice.

Call Detail Report - applies each time a Customer requests local call detail for a given month.

5.1.5 Temporary Suspension/Restoration of Service

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension.

SECTION 5.0 – NON-RECURRING AND OTHER SUPPLEMENTAL SERVICES, (CONT'D.)**5.2 Directory Assistance Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.2.1 Basic Directory Assistance

The rates specified following apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

There are no call allowances for Directory Assistance.

Charges will not apply for calls placed from hospital services or calls placed from telephones where the Customer or a member of the Customer's household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.

5.2.2 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect. All operator-handled charges, as specified in 5.8, apply as appropriate.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 5.7.1.

For local and intraLATA calls, charges for DACC service are not applicable to calls placed by those customers with reading, visual, or physical handicaps.

5.2.3 National Directory Assistance Service

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area. There are no call allowances or exemptions for National Directory Assistance. A maximum of two(2) requested telephone numbers are allowed per call. This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in 5.3, apply as appropriate.

SECTION 5.0 – NON-RECURRING AND OTHER SUPPLEMENTAL SERVICES, (CONT'D.)**5.3 Local Operator Service**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

SECTION 5.0 – NON-RECURRING AND OTHER SUPPLEMENTAL SERVICES, (CONT'D.)**5.4 Directory Listing Service****5.4.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

5.4.2 Listings**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

B. Additional Listings

Additional listings may be the listings of individual names of those entitled to use the customer's service or, for business, Departments, Divisions, Tradenames, etc.

In connection with business service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Additional listings are permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business classification as the service with which such listings are furnished.

SECTION 5.0 – NON-RECURRING AND OTHER SUPPLEMENTAL SERVICES, (CONT'D.)**5.4 Directory Listing Service, (Cont'd.)****5.4.2 Listings, (Cont'd.)****C. Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

SECTION 5.0 – NON-RECURRING AND OTHER SUPPLEMENTAL SERVICES, (CONT'D.)**5.4 Directory Listing Service, (Cont'd.)****5.4.2 Listings, (Cont'd.)****D. Nonlisted Service**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

E. Toll-Free Directory Listings

Where available, a listing which references the Toll Free Number for a Business customer will be made available.

F. Straight Line Under Directory Listing

A business listing where one or more listings are indented under an original listing of the same customer without repetition of the name.

G. Caption and Subcaption Directory Listings

Two or more business listings may be placed under a caption consisting of the name of the customer or of any of the parties which the customer is entitled to list together with a designation or title where the name is not indicative of the business or profession. One or more sub captions may be furnished under a caption, each sub caption consisting of a directive heading which serves to identify two or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

SECTION 5.0 – NON-RECURRING AND OTHER SUPPLEMENTAL SERVICES, (CONT'D.)**5.5 Intercept Referral Service****5.5.1 General**

Intercept Referral Service is a service used when a Customer disconnects service or changes telephone numbers. Calls to the intercepted telephone number are referred to an operator or a recorded message. Intercept services are offered for periods up to twelve (12) months for business Customers. Service is available subject to the availability of facilities and the disconnected number. The following Intercept services are available.

Basic Intercept Referral Service - Basic Intercept Service includes all intercept recordings that do not provide the new telephone number information.

New Number Referral Service - New Number Referral Service includes all intercept recordings that provide the new telephone number information.

Split Referral Intercept Service - Split Referral Intercept Service provides for calls to the disconnected number to be routed to the operator who will challenge the incoming call and provide the new number information dependent on the caller's response. The minimum billing period for this service is three months.

5.6 Toll Restriction Service

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. Local directory assistance calls are allowed. This service is offered subject to the availability of facilities to individual line business and dial switching type customers. Provision of toll restriction does not alleviate customer responsibility for completed toll calls.

Toll Restriction may include Billed Number Screening (BNS). BNS prohibits collect and/or third number billed calls from being charged to BNS equipped numbers. Some calls, originating from locations that do not have screening capabilities, may not be capable of being intercepted and denied. These calls will be billed to the customer if completed.

5.7 900 Service Access Restriction

900 Service Access Restriction enables business exchange access line customers to prohibit dialing of calls with the 900 prefix. Customers who choose this service will also be restricted from calling calls with the prefix of 976 and 676. This service is offered only where facilities permit and is only available on direct dialed calls.

5.8 Blocking for 10XXX1+/10XXX011+

This service prevents 10XXX1+ and 10XXX011+ calls from being completed and is offered subject to the availability of facilities. Provision of this service does not alleviate customer responsibility for completed toll calls.

SECTION 6 – ADVANCED SERVICES**6.1 Direct Inward Dial (DID) Service³**

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end 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.

6.2 Advanced Service Packages**6.2.1 MetPath™ ISDN PRI Service with Unlimited Local Calling**

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.

³ See Section 8 – Current Price List for rates

SECTION 6 – ADVANCED SERVICES, (CONT'D.)

6.2 Advanced Service Packages, (Cont'd.)

6.2.1 MetPath™ ISDN PRI Service with Unlimited Local Calling, (Cont'd.)

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

	12 Months ICB	Monthly Recurring Charge 24 Months ICB	36 Months ICB
<u>Non-Recurring Charges</u>			
	12 Months ICB	Non-Recurring Charge 24 Months ICB	36 Months ICB
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge ⁴	Per PRI ICB		
Order Supplement Charge ⁵	First Change ICB	Subsequent Change ICB	
Order Cancellation Charge	Per PRI ICB		

Recurring Charges Maximum

	12 Months	Monthly Recurring Charge 24 Months	36 Months
	\$100,000	\$100,000	\$100,000

Non-Recurring Maximum

	12 Months	Non-Recurring Charge 24 Months	36 Months
First Line	\$10,000	\$10,000	\$10,000
Each Add'l Line	\$10,000	\$10,000	\$10,000
Expedite Service Charge ⁶	Per PRI \$10,000		
Order Supplement Charge ⁷	First Change \$10,000	Subsequent Change \$10,000	
Order Cancellation Charge	Per PRI \$10,000		

⁴ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

⁵ 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.

⁶ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

⁷ 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 6 – ADVANCED SERVICES

6.2 Advanced Service Packages, (Cont'd.)

6.2.2 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling

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
	ICB	ICB	ICB
<u>Non-Recurring Charges</u>		ICB	

Maximum

Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	\$100,000	\$100,000	\$100,000
<u>Non-Recurring Charges</u>		\$10,000	

SECTION 6– ADVANCED SERVICES

6.2 Advanced Service Packages, (Cont’d.)

6.2.3 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
		ICB	ICB	ICB
NRC - ICB				
		<u>Maximum</u>		
	12 Months	24 Months	36 Months	
NRC - \$10,000	\$100,000	\$100,000	\$100,000	

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
		ICB	ICB	ICB
NRC - ICB				
		<u>Maximum</u>		
	12 Months	24 Months	36 Months	
NRC - \$10,000	\$100,000	\$100,000	\$100,000	

SECTION 6 – ADVANCED SERVICES

6.2 Advanced Service Packages, (Cont'd.)

6.2.3 MetPath™ ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service, (Cont'd.)

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
	ICB	ICB	ICB
NRC - ICB		<u>Maximum</u>	
	12 Months	24 Months	36 Months
	\$100,000	\$100,000	\$100,000

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
	ICB	ICB	ICB
NRC - ICB		<u>Maximum</u>	
	12 Months	24 Months	36 Months
	\$100,000	\$100,000	\$100,000

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
	ICB	ICB	ICB
NRC - ICB		<u>Maximum</u>	
	12 Months	24 Months	36 Months
	\$100,000	\$100,000	\$100,000

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
	ICB	ICB	ICB
NRC - ICB		<u>Maximum</u>	
	12 Months	24 Months	36 Months
	\$100,000	\$100,000	\$100,000

SECTION 6 – ADVANCED SERVICES

6.2 Advanced Service Packages, (Cont'd.)

6.2.4 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.

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 ICB	24 Months ICB	36 Months ICB
NRC - ICB		<u>Maximum</u>	
NRC - \$10,000	12 Months \$100,000	24 Months \$100,000	36 Months \$100,000

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		
	12 Months ICB	24 Months ICB	36 Months ICB
NRC - ICB		<u>Maximum</u>	
NRC - \$10,000	12 Months \$100,000	24 Months \$100,000	36 Months \$100,000

SECTION 6 – ADVANCED SERVICES

6.2 Advanced Service Packages, (Cont'd.)

6.2.4 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service, (Cont'd.)

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 ICB	24 Months ICB	36 Months ICB
NRC - ICB		<u>Maximum</u>	
	12 Months \$100,000	24 Months \$100,000	36 Months \$100,000
NRC - \$10,000			

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 ICB	24 Months ICB	36 Months ICB
NRC - ICB		<u>Maximum</u>	
	12 Months \$100,000	24 Months \$100,000	36 Months \$100,000
NRC - \$10,000			

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 ICB	24 Months ICB	36 Months ICB
NRC - ICB		<u>Maximum</u>	
	12 Months \$100,000	24 Months \$100,000	36 Months \$100,000
NRC - \$10,000			

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 ICB	24 Months ICB	36 Months ICB
NRC - ICB		<u>Maximum</u>	
	12 Months \$100,000	24 Months \$100,000	36 Months \$100,000
NRC - \$10,000			

SECTION 6 – ADVANCED SERVICES

6.3 MetPath™ ISDN BRI Service

ISDN BRI - Integrated Services Digital Network (ISDN) is a digital service that provides an integrated voice/data capability to the customer premises facility, utilizing the public switched network. ISDN distributes voice, data, video, image and facsimile by two standard methods of access: a Basic Rate Interface (BRI) or a Primary Rate Service (PRI). BRI consists of up to three distinct channels on one pair of wires: one or two B- (Bearer) channels and one D- (Delta) channel. Each B channel provides speeds of 64Kbps.

<u>Qwest Areas</u>	Current	Maximum
ISDN BRI Single/Multi-Line Flat Rate (Monthly)	\$87.50(I)	\$189.00

Usage outside of Flat Rate Area

Intrastate Rate – Per Minute	Current	Maximum
	\$0.0890	\$0.2225

6.4 Me 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.

Contract Length	Monthly Rate	
	<u>Current</u>	<u>Maximum</u>
12 months – Assume Dial 9	26.61 ¹	66.25 ¹
12 months	23.15 ¹	58.77 ¹
24 months	21.05 ¹	52.62 ¹
36 months	17.59 ¹	43.97 ¹
60 months	16.51 ¹	41.27 ¹
84 months	15.80 ¹	39.50 ¹

<u>All Areas</u>		
Flat Rate Centrex – MTM, 12M, 24M, 36M	\$62.50(I)	135.00

NOTES FOR ALL ADVANCED SERVICES: 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.

¹Rates are grandfathered and only available to existing subscribers and will not be reoffered.

SECTION 7 - SPECIAL ARRANGEMENTS

7.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

SECTION 8 - CURRENT PRICE LIST

8.1 Business Rates

8.1.1 Lines Current (T)

Flat Rate (Qwest dba CenturyLink Areas)		Flat Rate (Frontier of the Southwest Areas)	
Month to Month	\$43.75	Month to Month	\$54.19
12 Months	\$35.44	12 Months	NA
24 Months	\$34.56	24 Months	NA
36 Months	\$33.25	36 Months	NA

¹Lines outside the base rate area incur an incremental monthly charge of \$.50 (Zone 1) or \$1.50 (Zone 2).

	Flat Rate <u>Individual Line</u>	Flat Rate <u>Multi-Line</u>
Citizens Utilities Rural	\$28.79	\$28.79
Citizens of White Mountains	\$75.94 (I)	\$80.01 (I)
Navajo Communications	\$74.25	\$74.25

Maximum (T)

Flat Rate (Qwest dba CenturyLink Areas)		Flat Rate (Frontier of the Southwest Areas)	
Month to Month	\$103.25	Month to Month	\$127.87
12 Months	\$83.62	12 Months	NA
24 Months	\$81.75	24 Months	NA
36 Months	\$78.75	36 Months	NA

¹Lines outside the base rate area incur an incremental monthly charge of \$1.25 (Zone 1) or \$3.75 (Zone 2).

	Flat Rate <u>Individual Line</u>	Flat Rate <u>Multi-Line</u>
Citizens Utilities Rural	\$67.95	\$67.95
Citizens of White Mountains	\$113.88	\$119.93
Navajo Communications	\$175.23	\$175.23

SECTION 8 - CURRENT PRICE LIST

8.1 Business Rates, (Cont'd.)

8.1.2 Trunks – Key

	<u>Current</u> (T)	
	<u>Flat Rate</u>	<u>Flat Rate with Hunting</u>
Citizens Utilities Rural	\$28.79	\$31.29
Citizens of White Mountains	N/A	N/A
Navajo Communications	\$98.06	\$98.06

Trunks - PBX

Flat Rate (Qwest dba CenturyLink Areas)¹		Flat Rate (Frontier of the Southwest Areas)	
Month to Month		Month to Month	
2-Way Trunk	\$48.75	2-Way Trunk	\$70.19
DOD Trunk	\$48.75	DOD Trunk	NA
DID Trunk	\$48.75	DID Trunk	NA
DID Trunk and Port with Hunting	\$111.25	DID Trunk and Port	\$86.44
DID 2-Way Trunk and Port with Hunting	\$148.75	DID 2-Way Trunk and Port with Hunting	N/A

	<u>Flat Rate</u>	<u>Flat Rate PBX</u>	<u>Flat Rate PBX</u>
	<u>PBX 2-Way</u>	<u>PBX 2-Way</u>	<u>PBX 2-Way</u>
		<u>with Hunting</u>	<u>with Hunting</u>
			<u>includes Hunting* (T)</u>
Citizens Utilities Rural	\$40.95	\$43.45	\$36.70
Citizens of White Mountains	\$114.53 (I)	\$117.65 (I)	\$117.65 (I)
Navajo Communications	\$121.88	\$121.88	\$121.88

*DID Port at additional Charge, (T)

	<u>Maximum</u> (T)	
	<u>Flat Rate</u>	<u>Flat Rate with Hunting</u>
Citizens Utilities Rural	\$67.95	\$73.85
Citizens of White Mountains	N/A	N/A
Navajo Communications	\$231.42	\$231.42

Trunks - PBX

Flat Rate (Qwest dba CenturyLink Areas)¹		Flat Rate (Frontier of the Southwest Areas)	
Month to Month		Month to Month	
2-Way Trunk	\$115.05	2-Way Trunk	\$137.87
DOD Trunk	\$115.05	DOD Trunk	NA
DID Trunk	\$115.05	DID Trunk	NA
DID Trunk and Port with Hunting	\$263.00	DID Trunk and Port	\$170.37
DID 2-Way Trunk and Port with Hunting	\$351.05	DID 2-Way Trunk and Port with Hunting	N/A

	<u>Flat Rate</u>	<u>Flat Rate PBX</u>	<u>Flat Rate PBX</u>
	<u>PBX 2-Way</u>	<u>PBX 2-Way</u>	<u>PBX 2-Way</u>
		<u>with Hunting</u>	<u>with Hunting</u>
			<u>includes Hunting</u>
Citizens Utilities Rural	\$96.65	\$102.55	\$86.60
Citizens of White Mountains	\$171.40	\$178.78	\$178.78
Navajo Communications	\$287.63	\$287.63	\$287.63

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 New York, NY 10041

SECTION 8 - CURRENT PRICE LIST, (CONT'D.)

8.1 Business Rates, (Cont'd.)

8.1.3 Direct Inward Dial (DID) Service

	<u>Monthly Recurring</u>		
	Qwest dba CenturyLink Areas	Frontier of the Southwest Areas	
<u>Current</u>			
DID Numbers			
Block of 20 DID Numbers	\$3.00	\$65.00*	
Individual DID Number	0.15	N/A	
DID Trunk Termination	56.25 (I)**	16.25 (I)**	
<u>Non-</u>			
<u>Recurring, per Trunk</u>			
DID Trunk Termination	57.00		
	Block of	Individual	DID Trunk
	<u>20 DID #s</u>	<u>DID #</u>	<u>Termination**</u>
Citizens Utilities Rural	\$12.00 (I)	\$0.30	\$43.75 (I)
Citizens of White Mountains	\$12.00 (I)	\$0.30	\$18.75 (I)
Navajo Communications	\$12.00 (I)	\$0.30	\$14.06 (I)
 <u>Maximum</u>			
DID Numbers			
Block of 20 DID Numbers	\$7.50	\$162.50*	
Individual DID Number	0.37	N/A	
DID Trunk Termination	132.75**	38.35**	
<u>Non-</u>			
<u>Recurring, per Trunk</u>			
DID Trunk Termination	57.00		
	Block of	Individual	DID Trunk
	<u>20 DID #s</u>	<u>DID #</u>	<u>Termination**</u>
Citizens Utilities Rural	\$15.00	\$0.75	\$103.25
Citizens of White Mountains	\$15.00	\$0.75	\$44.25
Navajo Communications	\$15.00	\$0.75	\$33.20

*Rate is for a DID Block of 100 Numbers

**In addition to PBX Monthly Trunk

SECTION 8 - CURRENT PRICE LIST, (CONT'D.)

8.1 Business Rates, (Cont'd.)

8.1.4 Optional Calling Features

Feature	Current		Maximum	
	Qwest Areas	Frontier Areas	Qwest Areas	Frontier Areas
	Monthly	Monthly	Monthly	Monthly
Speed Calling				
8 Number	6.85 (I)	3.50	9.63	8.75
30 Number	8.50 (I)		13.75	
Call Forwarding				
Variable	12.90 (I)	3.50	15.00	7.50
Busy Line (Expanded)	6.25		6.25	
Busy Line (Overflow)	5.00		12.50	
Busy Line (Programmable)	7.50		18.75	
Don't Answer	10.50 (I)		8.75	
Don't Answer (Expanded)	10.50 (I)		8.75	
Don't Answer (Programmable)	9.00		10.00	
Busy Line/Don't Answer	12.50 (I)		12.50	
Busy Line (External)/DA	5.00		12.50	
Call Rejection – Select Call Block	12.00 (I)	3.00	13.75	7.50
Call Waiting	16.00 (I)	3.50	20.00	8.75
Call Transfer	10.00 (I)		17.50	
Caller ID Name and Number	17.95 (I)	9.50	24.88	23.75
Caller ID Number	14.95		24.88	
Continuous Redial	9.00		10.88	
Distinctive Alert	0.75		1.88	
Hot Line	4.38 (I)		4.38	
Inside Wire Maintenance Plan	8.50	8.50	21.25	21.25
Priority Call	6.75(I)		9.38	
Call Intercept/Privacy Manager	14.50 (I)		28.75	
Remote Access Forwarding	17.00 (I)		20.25	
Selective/Preferred Call Forwarding	7.35 (I)	5.00	10.88	12.50
Hunting - Rotary, per line in group	7.75	1.75	19.38	4.38
Hunting - Circular per group	10.25		25.63	
Hunting - Preferential, per line in group	8.50		21.25	
Remote Call Forwarding, per path*	37.50 (I)	42.00**	55.00	55.00
Distinctive Ring- one number	10.45 (I)	8.00	18.63	20.00
Anonymous Call Rejection	-	3.00		7.50
Ultra Call Forwarding	17.00 (I)	5.00	22.50	12.50
	Per Use / Monthly			
Call Trace	6.00 / N/A	2.00/NA	15.00 / N/A	5.00/NA
Repeat Call	2.25 / 9.00	0.75 / 5.00	5.62 / 10.87	1.88 / 12.50
Return Call	2.25 / 7.50	0.75 / 6.00	5.62 / 9.63	1.88 / 15.00
Three-Way Calling	2.25 / 7.50	0.75 / 3.50	5.62 / 18.75	1.88 / 8.75

** In addition to line charge

*Remote Call Forwarding per message rate MIN \$.107 and MAX \$.2675

SECTION 8 - CURRENT PRICE LIST, (CONT'D.)

8.2 Non-Recurring and Other Supplemental Services

8.2.1 Service Order and Change Charges – Qwest Service Areas

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

<u>Service Order Charges</u>	Business		
	<u>Current</u>	<u>Maximum</u>	
New Line Installation/ Move Service Different Premise Per Line	\$48.80 (I)	\$106.25	
Transfer of Service Charge, Primary Line	\$49.99	\$124.97	
Transfer of Service Charge, Secondary Line	\$49.99	\$124.97	
Primary and Secondary Service Connection Charge	\$57.00	\$142.50	
Remote Call Forwarding	\$75.00	\$187.50	
ISDN BRI Single Line Installation	\$110.00	\$275.00	
<u>Change Order Charges:</u>			
Telephone Number Change Order	\$27.50	\$68.75	
Rewire from one service type to another	\$27.50	\$68.75	
Change of Service Charge	\$16.75	\$41.87	(M)
Feature or Feature Pack Change Order	\$24.00	\$60.00	(M)
Toll Restriction Fee Order	\$25.00	\$62.50	
Listing Change Charge	\$27.50	\$68.75	
Hunting Arrangement, per line added or changed	\$27.50	\$68.75	
<u>Record Change Charges:</u>			
Record Order Charge	\$22.00	\$55.00	
<u>Miscellaneous Charges</u>			
Duplicate Invoice	\$.00		
Call Detail Report	\$.00		

8.2.2 Service Order and Change Charges – Frontier Service Areas

	Business – per line or trunk		
	<u>Current</u>	<u>Maximum</u>	
New Line Installation – First and Additional Line(s)	\$80.50 (I)	\$124.97	
Move Service Different Premise – First and Additional Line(s)	\$80.50 (I)	\$124.97	
Telephone Number Change, per line	\$35.00	\$124.97	
Rewire Charge	\$35.00	\$124.97	
Restoral for Nonpayment	\$35.00	\$124.97	
Feature changes or additions (including Hunting)	\$16.75	\$124.97	(M)

SECTION 8 - CURRENT PRICE LIST, (CONT'D.)

8.2 Non-Recurring and Other Supplemental Services (Cont'd.)

8.2.3 Service Order and Change Charges – Citizen Utilities Rural, Citizens Telecom of White Mountains, Navajo Communications

<u>Current</u>	Business – per line or trunk
New Line Installation – First and Additional Line(s)	\$87.50
Move Service Different Premise – First and Additional Line(s)	\$87.50
Telephone Number Change, per line	\$43.75
Rewire Charge	\$43.75
Restoral for Nonpayment	\$43.75
<u>Maximum</u>	
New Line Installation – First and Additional Line(s)	\$218.75
Move Service Different Premise – First and Additional Line(s)	\$218.75
Telephone Number Change, per line	\$109.37
Rewire Charge	\$109.37
Restoral for Nonpayment	\$109.37

8.2.4 Service Order and Change Charges – All Areas

<u>Current</u>	<u>Per Line or Trunk</u>	<u>Per Order</u>
Change of Service Charge and/or Disconnection Order	\$24.75 (I)	
Change of Feature Charge		\$24.00
<u>Maximum</u>		
Change of Service Charge and/or Disconnection Order	\$41.87	
Change of Feature Charge		\$60.00

8.2.5 Restoration of Service – Qwest Service Area

	<u>Business</u>
Per occasion, per line	Current - \$55.00 Maximum - \$137.50

8.2.6 Temporary Suspension/Restoration of Service

	<u>Business</u>
Nonrecurring charge, per line suspended	Current - \$27.50 Maximum - \$68.75
Recurring charge, per line suspended	50% of regular service rates
Nonrecurring charge, per line restored	Current - \$27.50 Maximum - \$68.75

SECTION 8 - CURRENT PRICE LIST, (CONT'D.)

8.3 Directory Assistance

	<u>fQwest</u>	<u>Frontier</u>	<u>Citizens Wht. Mt. Citizens Util. Rur. Navajo Comm.</u>
<u>Current</u>			
A. Basic Directory Assistance			
Local Directory Assistance	<u>Per query</u>	<u>Per query</u>	<u>Per query</u>
Direct dialed	\$3.99 (I)	\$.50	\$1.50
Via operator	\$3.00		\$1.50
B. Directory Assistance Call Completion			
Per completed call	\$0.50	\$.50	\$1.00
C. National Directory Assistance			
Direct dialed	\$3.99 (I)	\$.50	\$1.85
<u>Maximum</u>			
A. Basic Directory Assistance			
Local Directory Assistance	<u>Per query</u>	<u>Per query</u>	<u>Per query</u>
Direct dialed	\$5.00	\$1.25	\$3.75
Via operator	\$7.50		\$3.75
B. Directory Assistance Call Completion			
Per completed call	\$1.25	\$1.25	\$2.50
C. National Directory Assistance			
Direct dialed	5.00	\$1.25	\$4.62

8.4 Operator Services

Local and IntraLATA Per Call Service Charges:

	<u>Current</u>
Customer Dialed Calling Card	\$2.00
Customer Dialed/Operator Assisted Calling Card	\$3.00
Collect	\$1.30
Third Party Billed	\$1.30
Person-to-Person	\$3.50
	<u>Maximum</u>
Customer Dialed Calling Card	\$5.00
Customer Dialed/Operator Assisted Calling Card	\$7.50
Collect	\$3.25
Third Party Billed	\$3.25
Person-to-Person	\$8.75

SECTION 8 - CURRENT PRICE LIST, (CONT'D.)

8.5 Listings

	<u>Qwest</u> Per Month	<u>Frontier</u> Per Month	<u>Citizens Wht. Mt.</u> <u>Citizens Util. Rur.</u> <u>Navajo Comm.</u> Per Month
Primary Listings	\$0.00		
Change in Primary Listing Business, each	----		
Additional Listings, each			
-Current	\$10.00 (I)	\$2.30	\$2.88
-Maximum	\$16.87	\$5.75	\$7.20
Nonlisted Service			
-Current	\$4.60	\$4.60	\$5.75
-Maximum	\$11.50	\$7.50	\$7.50
Nonpublished Service			
-Current	\$5.20	\$3.60	\$3.75
-Maximum	\$13.50	\$9.00	\$9.00
Toll-Free Directory Listings, each			
-Current	\$15.00		
-Maximum	\$37.50		
Straight Line Under Listings			
-Current	\$2.00		
-Maximum	\$5.00		
Captions and Subcaptions Listings			
-Current	\$2.00		
-Maximum	\$5.00		

8.6 Carrier Presubscription

Nonrecurring Charges	<u>Current</u>	<u>Maximum</u>
Per business line, trunk, or port:	\$5.00	\$12.50

8.7 Intercept Referral Service

Basic Intercept Service is provided at no charge. New Number Referral Service is provided at no charge.

Split Referral Intercept Service

	<u>Current</u>	<u>Maximum</u>
Three months	\$125.00	\$312.50
Six months	\$245.00	\$612.50
Nine months	\$365.00	\$912.50
Twelve months	\$490.00	\$1,225.00

8.8 Returned Check Charge

Current \$25.00 Maximum \$25.00

SECTION 9 – SUBSCRIBER INTRASTATE ACCESS SERVICE**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.

A. Limitations

- (1) A telephone number is not provided with Subscriber Intrastate Access Service.
- (2) Detail billing is not provided with Subscriber Intrastate Access Service.
- (3) Directory listings are not included with Subscriber Intrastate Access Service.
- (4) Intercept arrangements are not included with Subscriber Intrastate Access Service

B. Undertaking of the Company

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

C. 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.

D. Rate Regulations

- (1) 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 tariff and any contract. No other credits are available for Subscriber Intrastate Access Service.
- (2) 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.
- (3) The Subscriber Access Charge, as set forth in 9.2 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.
- (4) 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.

(D)
|
(D)

SECTION 9 – SUBSCRIBER INTRASTATE ACCESS SERVICE

9.2 Rates

Current

Business Customer Service Type	ILEC AREA/OCN		
	QWEST/ 5101	FRONTIER OF SOUTHWEST/ 4419	CITIZENS WHT. MTS. CITIZENS UTIL. RUR. NAVAJO COMM./ 4426, 2172, 4449
Single Line Local Exchange Service	7.50	7.50	7.50
Multi-line Local Exchange Service	10.20 (I)	10.20	10.20
Centrex	10.20 (I)	10.20	10.20
Trunk	10.20 (I)	10.20	10.20
PRI	51.00	51.00	51.00
(D)	(D)	(D)	(D)
BRI	8.00	8.00	8.00

Maximum

Business Customer Service Type	ILEC AREA/OCN		
	QWEST/ 5101	FRONTIER OF SOUTHWEST/ 4419	CITIZENS WHT. MTS. CITIZENS UTIL. RUR. NAVAJO COMM./ 4426, 2172, 4449
Single Line Local Exchange Service	18.75	18.75	18.75
Multi-line Local Exchange Service	23.40	25.50	25.50
Centrex	23.40	25.50	25.50
Trunk	23.40	25.50	25.50
PRI	117.00	153.00	153.00
(D)	(D)	(D)	(D)
BRI	20.00	20.00	20.00

SECTION 10 – ADDITIONAL SERVICE CHARGES**10.1 Local Telecom Surcharge****10.1.1 Rate Regulations,**

(A) Telecommunications rules and regulations allow Incumbent Local Exchange Carriers to increase rates to wholesale providers in the form of a surcharge per line. As a result of these rate increases, the Company will assess the Local Telecom Surcharge on all local exchange service lines provided by the Company. See table in paragraph 10.6 following for rates.

10.2 Carrier Access Recovery Charge**10.2.1 Rate Regulations,**

(A) Customers assessed a Subscriber Intrastate Access Charge as specified in paragraph 9.2 preceding will be assessed a flat-rated, monthly Carrier Access Recovery Charge (CARC). CARCs will be billed to the associated end user or reseller of the local exchange services except for those customers who participate in the Lifeline Assistance Program. See table in paragraph 10.6 following for rates.

10.3 Regulatory Recovery Fee-State**10.3.1 Rate Regulations,**

(A) Regulatory Recovery Fee-State (RRF-S) is a charge assessed to recover the costs of state and local regulatory activities, including costs associated with compliance filings, payments to industry organizations for required services, legal expenses and employee salaries related to those Company regulatory activities. See table in paragraph 10.6 following for rates.

10.4 Local Portability Charge**10.4.1 Rate Regulations,**

- (A) Telecommunications rules and regulations require all local phone companies to provide "service provider number portability," which allows customers to retain their local phone number when switching companies to provide their local phone service. The Local Portability Charge (LPC) is used by telephone companies to recover the costs associated with the development, implementation, and operability of service provider number portability.
- (B) The Company will assess the Local Portability Charge (LPC) on all local exchange services. The LPC applies to all local exchange service lines provided by the Company. See table in paragraph 10.6 following for rates.

SECTION 10 – ADDITIONAL SERVICE CHARGES

10.5 End User Port Charges

10.5.1 Rate Regulations,

Certain local exchange services provided under the general and/or local exchange service tariffs are subject to End User Port Charges. These services include:

- Integrated Services Digital Network (ISDN) – Basic Rate
- Integrated Services Digital Network (ISDN) – Primary Rate
- PBX Trunks

See table in paragraph 10.8 following for rates.

10.6 CURRENT - Rate Table (LTS, CARC, RRF-S, LPC, EUPC) - all service areas:

Services	Business-All Service Areas			
	Local Telecom Surcharge	Carrier Access Recovery Charge	Regulatory Recovery Fee-State	Local Portability Charge
Single Line Local Exchange Svc.	\$5.00	\$4.50	\$3.99 (I)	\$1.49
Multi-line Local Exchange Svc.	\$5.00	\$4.50	\$3.99 (I)	\$1.49
Lifeline customer	-	-	-	-
ISDN BRI	\$5.00	\$4.50	\$3.99 (I)	\$1.49
ISDN PRI (rates per svc.)	-	\$22.50	\$19.95 (I)	\$53.55
Foreign Exchange–Single Line	\$5.00	\$4.50	\$3.99 (I)	\$1.49
Foreign Exchange–Multi-Line	\$5.00	\$4.50	\$3.99 (I)	\$1.49
Remote Call Forward	\$5.00	-	\$3.99 (N)	\$1.49
Centrex	\$5.00	\$4.50	\$3.99 (I)	\$1.49
Trunks	\$5.00	\$4.50	\$3.99(I)	\$10.71
T-1/Digital PBX (rates per svc.)	-	\$22.50	\$19.95 (I)	\$53.55

*Unless otherwise noted

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SECTION 10 – ADDITIONAL SERVICE CHARGES

10.7 MAXIMUM - Rate Table (LTS, CARC, RRF-S, LPC, EUPC) - all service areas:

Services	Business-All Service Areas			
	Local Telecom Surcharge	Carrier Access Recovery Charge	Regulatory Recovery Fee-State	Local Portability Charge
Single Line Local Exchange Svc.	\$15.00	\$13.50	\$8.97	\$4.47
Multi-line Local Exchange Svc.	\$15.00	\$13.50	\$8.97	\$4.47
Lifeline customer	-	-	-	-
ISDN BRI	\$15.00	\$13.50	\$8.97	\$4.47
ISDN PRI (rates per svc.)	-	\$67.50	\$44.85	\$53.55
Foreign Exchange–Single Line	\$15.00	\$13.50	\$8.97	\$4.47
Foreign Exchange–Multi-Line	\$15.00	\$13.50	\$8.97	\$4.47
Remote Call Forward	\$15.00	-	-	\$4.47
Centrex	\$15.00	\$13.50	\$8.97	\$4.47
Trunks	\$15.00	\$13.50	\$8.97	\$32.13
T-1/Digital PBX (rates per svc.)	-	\$67.50	\$44.85	\$160.65

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SECTION 10 – ADDITIONAL SERVICE CHARGES

10.8 CURRENT - End User Port Charge Rate Table

Business Monthly Per Line or Per Trunk*

Services	End User Port Charge		
	QWEST/ 5101	FRONTIER OF SOUTHWEST/ 4419	CITIZENS WHT. MTS. CITIZENS UTIL. RUR. NAVAJO COMM./ 4426, 2172, 4449
Single Line Local Exchange Svc.	-	-	-
Multi-line Local Exchange Svc.	-	-	-
Lifeline customer	-	-	-
ISDN BRI	\$1.58	\$1.52	\$7.86
ISDN PRI (rates per svc.)	\$15.53	\$23.43	\$74.67
Foreign Exchange-Single Line	-	-	-
Foreign Exchange-Multi-Line	-	-	-
Remote Call Forward	-	-	-
Centrex	-	-	-
Trunks	-	\$0.70	-
T-1/Digital PBX (rates per svc.)	\$28.18	\$16.80	\$74.67

*Unless otherwise noted

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SECTION 10 – ADDITIONAL SERVICE CHARGES**10.9 MAXIMUM - End User Port Charge Rate Table****Business Monthly Per Line or Per Trunk***

Services	End User Port Charge		
	QWEST/ 5101	FRONTIER OF SOUTHWEST/ 4419	CITIZENS WHT. MTS. CITIZENS UTIL. RUR. NAVAJO COMM./ 4426, 2172, 4449
Single Line Local Exchange Svc.	-	-	-
Multi-line Local Exchange Svc.	-	-	-
Lifeline customer	-	-	-
ISDN BRI	\$4.74	\$4.56	\$23.58
ISDN PRI (rates per svc.)	\$46.59	\$70.29	\$224.01
Foreign Exchange-Single Line	-	-	-
Foreign Exchange-Multi-Line	-	-	-
Remote Call Forward	-	-	-
Centrex	-	-	-
Trunks	-	\$2.10	-
T-1/Digital PBX (rates per svc.)	\$84.54	\$50.40	\$224.01

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