

**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USERS**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY**

**METROPOLITAN TELECOMMUNICATIONS OF SOUTH DAKOTA, LLC**

**WITHIN THE STATE OF SOUTH DAKOTA**

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Issued: October 13, 2005

Effective: November 4, 2005

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original Product Guide that are in effect on the date shown on each page.

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1	Original	35	Original	61	1 <sup>st</sup> Revised	91	Original
2	Original	36	Original	62	1 <sup>st</sup> Revised	92	Original
3	29 <sup>th</sup> Revised*	37	Original	63	1 <sup>st</sup> Revised	93	Original
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7	Original	41	Original	67	Original	97	5 <sup>th</sup> Revised
8	1 <sup>st</sup> Revised	42	Original	68	11 <sup>th</sup> Revised	98	Original
9	Original	43	Original	69	2 <sup>nd</sup> Revised	99	Original
10	Original	44	4 <sup>th</sup> Revised*	70	3 <sup>rd</sup> Revised	100	Original
11	Original	45	1 <sup>st</sup> Revised	71	1 <sup>st</sup> Revised	101	1 <sup>st</sup> Revised
12	Original	46	Original	72	10 <sup>th</sup> Revised	102	1 <sup>st</sup> Revised
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14	Original	48	Original	74	2 <sup>nd</sup> Revised		
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17	Original	51	Original	76.1	Original		
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19	Original	53	Original	76.3	Original		
20	Original	54	Original	76.4	2 <sup>nd</sup> Revised*		
21	Original	55	Original	77	1 <sup>st</sup> Revised		
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25	Original	58.1	1 <sup>st</sup> Revised	81	Original		
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27	Original	59	Original	83	3 <sup>rd</sup> Revised		
28	Original	59.1	Original	84	1 <sup>st</sup> Revised		
29	Original	59.2	3 <sup>rd</sup> Revised	85	5 <sup>th</sup> Revised		
30	1 <sup>st</sup> Revised	59.3	1 <sup>st</sup> Revised	86	4 <sup>th</sup> Revised		
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34	Original	60	Original	90	Original		

\*Pages included in this revision.

**EXPLANATION OF SYMBOLS**

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

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

**APPLICATION OF PRODUCT GUIDE**

This Product Guide sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Metropolitan Telecommunications of South Dakota, LLC to customers within the state of South Dakota.

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this Product Guide, the following definitions will apply:

**Access Line** - An arrangement which connects the Customer's location to a switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - South Dakota Public Utilities Commission.

**Company or Carrier** - Metropolitan Telecommunications of South Dakota, LLC, "MetTel", unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's Product Guide.

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

**SECTION 1.0 - DEFINITIONS (CONTINUED)**

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

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

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

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

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

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

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

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

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

**SECTION 1.0 - DEFINITIONS (CONTINUED)**

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgement 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.

**LEC** - Local Exchange Company

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

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

**Multi-Frequency or ("MF")** - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - Private Branch Exchange

**Premises** - A building or buildings on contiguous property.

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

(D)  
(D)

**SECTION 1.0 - DEFINITIONS (CONTINUED)**

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

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

**Telephone Company** - Used throughout this Product Guide to mean Metropolitan Telecommunications of South Dakota, LLC, "MetTel", unless clearly indicated otherwise by the text.

**TBD** - To Be Determined.

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

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

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this Product Guide.

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

The Company undertakes to furnish communications service pursuant to the terms of this Product Guide in connection with one-way and/or two-way information transmission originating from points within the State of South Dakota, and terminating within a local calling area as defined herein.

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

**2.1.2 Shortage of Equipment or Facilities**

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

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least six months, 24 hours per day. For the purpose of computing charges in this Product Guide, a month is considered to have thirty (30) days.
- (B) 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 Product Guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the Product Guide, 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 thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Product Guide prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this Product Guide; or
  - (2) the Customer is using the service in violation of the law.
- (E) This Product Guide shall be interpreted and governed by the laws of the State of South Dakota without regard for its choice of laws provision.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (cont'd.)**

- (F) 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.
- (G) 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 jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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

- (A) Except as otherwise stated in this section, the liability of Carrier for damage arising out of 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 shall be determined by South Dakota Statute Sections 49-13-1 and 49-13-1.1.
- (B) Except for the extension of allowances to the Customer for interruptions in service in Section 2.7, Carrier 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, including but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service of any failure in or breakdown of facilities associated with the service except as determined pursuant to SDCL 49-13-1 and 49-13-1.1.
- (C) The liability of Carrier 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.

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

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

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)****(D) (cont'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.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
- (9) Any noncompletion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) Breach in the privacy or security of communications transmitted over Carrier's facilities, which is not the result of the negligence of the Company;

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

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) Failure by the Company to assert its rights pursuant to one provision of this Product Guide does not preclude the Company from asserting its rights under other provisions.

**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 may affect Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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

- (A) 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.
- (B) 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 by the Customer.
- (C) 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 the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Product Guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Product Guide and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the through 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; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2.0 - RULES AND 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 Product Guide, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is 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.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.9 Ownership of Facilities**

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

**2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the South Dakota Public Utilities Commission's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgement or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Product Guide will apply.

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

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this Product Guide;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed 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 conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the 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.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer****2.3.1 General (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 employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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

- (A) Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.
- (B) Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- (C) Notwithstanding any other provision of this Product Guide and pursuant to S.D. Codified Laws SS 49-13-1 and 49-13-1.1, any person claiming to be damaged by Carrier may either make complaint to the Commission or may bring suit on his own behalf for the recovery of damages in any court of competent jurisdiction in South Dakota, but no person may pursue both remedies at the same time.

**SECTION 2.0 - RULES AND 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 designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Product Guide. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Product Guide.

**2.4.2 Station Equipment**

- (A) Terminal equipment of 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 MPOP.
- (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 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.

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

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the South Dakota Public Utilities Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications 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 which are applicable to such connections.
- (D) Facilities furnished under this Product Guide may be connected to Customer provided terminal equipment in accordance with the provisions of this Product Guide. 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.

**SECTION 2.0 - RULES AND 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 2.4.2(B) 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.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.5 Customer Deposits and Advance Payments**

**2.5.1 Advance Payments**

The Company does not collect advance payments from Customers.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.5 Customer Deposits and Advance Payments (Cont'd.)**

**2.5.2 Deposits**

The Company does not require deposits from Customers.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.6 Payment Arrangements****2.6.1 Payment for Services**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the South Dakota gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the South Dakota Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in South Dakota, or both, and are charged to a subscriber's telephone number or account in South Dakota.

**2.6.2 Billing and Collection of Charges**

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

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end of 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.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.2 Billing and Collection of Charges (Cont'd.)**

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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 Product Guide or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month or the amount otherwise authorized by law, whichever is lower, shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within one hundred eighty (180) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Dakota Public Utilities Commission in accordance with the Commission's rules and procedure. The address of the Company and the Commission is as follows:

Metropolitan Telecommunications of South Dakota, LLC	South Dakota PUC
55 Water Street, 32 <sup>nd</sup> Floor	State Capitol Building
New York, New York 10041	500 East Capitol Ave.
(877) 638-8351	Pierre, South Dakota 57501
	800-332-1782

- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)****2.6 Payment Arrangements (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(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 Product Guide, may declare all future monthly and other charges which 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).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. Non-payment of disputed charges by Customer does not constitute discontinuance or suspension of service. Disputed charges will be due after Customer and Company resolve dispute. (C)  
(C)
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, 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.
- (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 governmental 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.

**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.3 Discontinuance of Service for Cause**

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) 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.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.6 Payment Arrangements, (Continued)****2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

**2.6.5 Cancellation of Application for Service**

- (A) Where the Company permits the 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 the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (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, less net salvage, may apply. 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 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.6 Payment Arrangements, (Continued)****2.6.6 Changes in Services 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.

**2.6.7 Bad Check Charge**

A service charge of \$20.00 will be assessed in accordance with South Dakota law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.7 Allowances for Interruptions in Service****2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. 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 Product Guide.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruptions in Service, (Continued)****2.7.1 General (Continued)**

- (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.

**2.7.2 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 Product Guide by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruptions in Service, (Continued)****2.7.2 Limitations of Allowances**

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the 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 2.7.3), or utilize another service provider:
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.3 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.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruption in Service, (Continued)****2.7.4 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 interruption 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 - RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruption in Service, (Continued)****2.7.4 Application of Credits for Interruptions in Service, (Continued)****(D) Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service to be Credited</b>
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.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.7 Allowances for Interruption in Service, (Continued)****2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this Product Guide by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.6 Cancellation For Service Interruption**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****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 other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

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

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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.9 Reserved for Future Use****2.10 Use of Customer's Service by Others****2.10.1 Resale and Sharing**

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this Product Guide. Any service provided under this Product Guide may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the South Dakota Public Utilities Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Product Guide, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

**2.10.2 Reserved for Future Use****2.11 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)****2.12 Notices and Communications**

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

**2.12.3** 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.

**2.12.4** Except as otherwise stated in this Product Guide, all notices or other communications required to be given pursuant to this Product Guide will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, 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.

**2.12.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**SECTION 3.0 - 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) Qwest.

**3.2 Rate Groups**

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

In the event that an Incumbent LEC or the South Dakota Public Utilities Commission reclassifies an exchange from one Rate Group to another, the reclassification will also apply to customers who purchase services under this Product Guide. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in Qwest's South Dakota General Subscriber Service Tariff (GSST).

**SECTION 3.0 - SERVICE AREAS (CONT'D)****3.3 Extended Area Service Additive**

Certain exchanges within the Telecommunications Service Territory within South Dakota utilize an Extended Area Service additive to the rates provided in Sections 7.2, 7.3 and 7.5 of this Product Guide. The following chart identifies the additive rates that need to be added to the rates in those sections for the Extended Area Service rate.

**3.3.1 Flat Rate Service Additive**

ICB

**3.3.2 Message Rate Service Additive**

ICB

**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES****4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	<u>Business</u>
Line Connection Charge	
First Line	\$200.00
Each Additional Line	\$200.00
Change of Service Charge	
First Line	\$50.00 (I)
Each Additional Line	\$50.00 (I)
Record Order Charge	10.00

**4.2 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to resolve troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities. (C)  
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(C)

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

Maintenance of Service Charge	<u>Business</u>	(C)
Dispatch but No Trouble Found or No Access	\$350.00	(C) (D)

**4.3 Restoration of Service**

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

Per occasion	<u>Business</u>
	\$25.00

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS**

**5.1 General**

**5.1.1 Services Offered**

The following Network Services are available to business Customers and for resale by other carriers certificated by the South Dakota Public Utilities Commission: (C)

Standard Business Line Service  
PBX Trunk Service  
Direct Inward Dial (DID) Service  
Optional Calling Features  
Advanced Services (D)

The following services are available to business Customers and are not offered on a resale basis as of the effective date of this page. (C)

Listing Services (including Non Published and Non Listed Services)  
Directory Assistance  
Miscellaneous Services (including Vanity Numbers and Number Portability)

**5.1.2 Application of Rates and Charges**

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

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)****5.1 General (Continued)****5.1.3 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, South Dakota State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.2 Call Timing for Usage Sensitive Services**

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

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

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.3 Distance Calculations**

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

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

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

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

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

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

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

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

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

**5.3.3** The formula for distance calculations is:

$$(V_1 - V_2)^2 + (H_1 - H_2)^2 \qquad 10$$

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.4 Rate Periods for Time of Day Sensitive Services**

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

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO							
5:00 PM*							
5:00 PM							
TO							
11:00 PM*							
11:00 PM TO							
8:00 AM*							

\*Up to but not including.

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

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

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

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.5 Reserved for Future Use**

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(D)

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(D)

**5.6 Standard Business Line**

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

**5.7 PBX Trunk Service**

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

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.8 Reserved for Future Use****5.9 Direct Inward Dialing (DID) Service**

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

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.10 Reserved for Future Use**

**5.11 Optional Calling Features**

The features listed in Section 5.11.1 are offered by the Company to Business Customers. Refer to Price Lists in Sections 6 and 7 of this Product Guide for specific features offered with each type of local exchange service. (C)

**5.11.1 Features Descriptions**

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

Speed Forwarding;  
Priority Screening;  
Ring Control; and  
Timed Forwarding.

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

**(B) Flexible Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.

**(C) Flexible Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

- (D) Flexible Call Forwarding Plus with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (E) Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (F) Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- (G) Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) Call Forwarding Don't Answer w/Ring Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

- (I) Call Forwarding Don't Answer w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (J) Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (K) Call Forwarding Busy Line w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (L) Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

**(M) Call Waiting -- Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;  
Answer the waiting call and disconnecting from the first party;  
Direct the waiting caller to hold via a recording  
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

**(N) Call Waiting - Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.

**(O) Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

- (P) Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (Q) Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- (R) Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (S) Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

- (T) **Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (U) **Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (V) **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (W) **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.11 Optional Calling Features, (continued)****5.11.1 Feature Descriptions, (continued)**

- (X) Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (Y) Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.
- (Z) Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers  
Calls to 900 Service numbers  
Calls preceded by an interexchange carrier access code  
International Direct Distance Dialed calls  
Calls to Directory Assistance  
Calls to 911

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

**(AA) Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

**(AB) Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

**(AC) Remote Call Forward:** Service which permits the automatic routing of a call from the originally dialed phone number to another pre-determined phone number. The forwarding of the call is facilitated by the switching and networking electronics belonging to the service provider/ carrier offering the Remote Call Forward offer.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.12 Listing Services**

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

**5.12.1 Non-Published Service**

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

**5.12.2 Non-Listed Service**

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

**5.13 Directory Assistance**

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

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.14 Reserved for Future Use****5.15 Reserved for Future Use****5.16 Miscellaneous Services****5.16.1 Main Number Retention**

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

**5.16.2 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**5.16.3 Vanity Number Service**

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services.

**5.16.4 Presubscription Services**

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

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.17 MetPak Plus Bundled Service Plan****5.17.1 Description**

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.

**5.17.2 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.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.17 MetPak Plus Bundled Service Plan (Continued)**

**5.17.2 Terms and Conditions (Continued)**

- (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.

**5.17.3 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 Product Guide.
- (B) Normal nonrecurring charges associated with the line as specified in the Exchange and Network Services portion of this Product Guide 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 5.17.1 (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 5.17.1 (A), preceding, 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>Monthly Rate</u>
Per individual or additional flat rate business line	\$64.00 (I)

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.17 MetPak Plus Bundled Service Plan (Continued)****5.17.4 Term Agreement Pricing**

- (A) A discount will be applied to the monthly rates specified in 5.17.3 (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:

<b>DISCOUNT</b>	<b>TERM</b>	
10%	12 months	(C)
15%	24 months	(C)
20%	36 months	(C)

- (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:

<b>TERM</b>	<b>TERMINATION FEE</b>
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.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)****5.18 MetPak Prime Bundled Plan - Grandfathered Effective April 23, 2020****5.18.1 Description**

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.

**5.18.2 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.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.18 MetPak Prime Bundle Plan (Continued) - Grandfathered Effective April 23, 2020**

**5.18.2 Terms and Conditions (Continued)**

- (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.

**5.18.3 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 Product Guide. Where applicable, incremental charges specified in this Exchange and Network Services Product Guide shall apply.
- (B) Normal nonrecurring charges associated with the line as specified in this Product Guide 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 5.18.1 (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 5.18.1 (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 (I)

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.18 MetPak Prime Bundle Plan (Continued) - Grandfathered Effective April 23, 2020 (C)**

**5.18.4 Term Agreement Pricing**

(A) A discount will be applied to the monthly rates specified in 5.18.3 (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 specified in 5.18.4 (A), 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 as termination fees.

**SECTION 6.0 - RESERVED FOR FUTURE USE**

**6.1 Reserved for Future Use**

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST**

**7.1 General**

Services provided in this Product Guide section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

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

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

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST, (CONTINUED)**

**7.2 Reserved for Future Use**

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.2 Reserved for Future Use (Continued)**

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.2 Reserved for Future Use (Continued)**

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.2 Reserved for Future Use, (Continued)**

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.2 Reserved for Future Use, (Continued)**

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.3 Standard Business Local Exchange Service**

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

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.3 Standard Business Local Exchange Service, (Continued)****7.3.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

Rate Group	Flat-Rate	Measured Service
LRBand 1	\$64.06 (I)	\$61.56 (I)
LRBand 2*	\$53.23 (I)	\$43.20 (I)
LRBand 3**	\$74.38 (I)	\$73.13 (I)
LRBand 4***	\$59.38 (I)	\$51.88 (I)

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\* Big Stone City, South Dakota is served by the Ortonville, Minnesota exchange.

\*\* North Sioux City, South Dakota is served by the Sioux City, Iowa Downtown exchange.

\*\*\* North Valentine, South Dakota is served by the Valentine, Nebraska exchange.

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.3 Standard Business Local Exchange Service, (Continued)****7.3.2 Other Monthly Recurring Charges****(A) Hunting (a/k/a Rotary or Grouping)**

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Hunting, per line or trunk	\$8.05	\$11.00
Hunt Group-Circular	3.00	11.00 (N)
Hunt Group-Preferential	1.00	11.00 (N)
Stop Hunt Arrangement	2.55	11.00 (N)

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.3 Usage Sensitive Charges and Allowances**

**(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

**(B) Measured Rate Service**

Business Measured Service is a local exchange service furnished with rates for an exchange access line and usage. It is an optional offering on a single party basis. It is limited to where facilities and equipment are available.

The following usage charges apply to Business Measured Service in addition to the rates in Section 7.3.1 for completed calls which are originated on the Business Measured Service. The basic monthly rate does not include usage allowances.

All Day, Every Day	1 <sup>st</sup> Minute	Each Addl minute
LRBand 1, 4	\$0.02	\$0.02
LRBand 2	\$0.05	\$0.01
LRBand 2	\$0.06	\$0.02
LRBand 3	\$0.03	\$0.03

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**(1) Calls to Expanded Service Areas**

The following per minute rates apply to calls to points in the Expanded Service Areas as defined in the Qwest's General Subscriber Service Product Guide presently on file with the SD PUC.

ICB



**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.5 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 7.2 and 7.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

**7.5.1 Business Flat Rate Trunk Service**

Rate Group	Flat-Rate	Measured Service
LRBand 1	\$59.25	\$61.56 (I)
LRBand 2*	\$49.41	-
LRBand 3**	\$52.50	\$46.25
LRBand 4***	\$52.06	\$51.88

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\* Big Stone City, South Dakota is served by the Ortonville, Minnesota exchange.

\*\* North Sioux City, South Dakota is served by the Sioux City, Iowa Downtown exchange.

\*\*\* North Valentine, South Dakota is served by the Valentine, Nebraska exchange.

**7.5.2 Measured Rate Service**

The following usage charges apply to PBX Measured Service in addition to the rates in Section 7.3.1 for completed calls which are originated on the Business Measured Service. The basic monthly rate does not include usage allowances.

All Day, Every Day	1 <sup>st</sup> Minute	Each Add'l minute
LRBand 1, 4	\$0.02	\$0.02
LRBand 3	\$0.03	\$0.03

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.7 Reserved For Future Use**

**7.8 Optional Calling Features**

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

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

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

Optional Calling Features	Business
Three-Way Calling	\$1.50
Call Return	\$1.50
Repeat Dialing	\$1.50
Call Trace	\$2.00

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.8 Optional Calling Features, (Continued)****7.8.2 Features Offered on a Monthly Basis**

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

<b>Optional Calling Feature</b>	<b>Business</b>
Call Forwarding Basic	11.00 (I)
Call Forwarding Don't Answer - Basic	9.00 (I)
Call Forwarding Don't Answer (Programmable)	4.50
Call Forward, Select / Preferred	6.00
Call Forwarding Busy Line - Basic	8.00 (I)
Call Forwarding Busy Line (Overflow)	8.95
Call Forwarding Busy Line (Programmable)	8.95
Call Forwarding Busy Line/Don't Answer (Expanded)	12.00 (I)
Call Forwarding Busy Line (Overflow) / Don't Answer	17.00 (I)
Call Waiting - Basic	13.00 (I)
Call Waiting - Dial	5.00
Call Waiting - Select	13.00 (I)

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.8 Optional Calling Features, (Continued)****7.8.2 Features Offered on a Monthly Basis**

<b>Optional Calling Feature (cont'd)</b>	<b>Business</b>
Caller ID - Number Only	10.00
Caller ID - Name and Number	15.00 (I)
Caller ID - Deluxe (Name & Number w/Privacy)	11.50
Anonymous Call Rejection	5.00
Call Transfer	7.00
Distinctive Ring-1 <sup>st</sup> Dependent Number	7.45
Distinctive Ring-2 <sup>nd</sup> Dependent Number	5.25
Distinctive Alert	1.50
Do Not Disturb	5.00
Call Return	10.50
Last Number/Saved Number Redial	10.50 (I)
Call Priority Selector (T)	5.00
Remote Access Forwarding /Ultra Forwarding	14.00 (I)
Scheduled Forwarding / Ultra Forwarding	15.00 (I)
Selective Call Forwarding	6.00
Repeat Dialing	10.00 (I)
Speed Calling (30 codes)	9.10
Speed Calling (8 codes)	5.00
Three Way Calling	6.00
Three Way Calling with Transfer	7.00
Easy Access	6.50 (I)
Hot Line (Grandfathered as of 11/18/19)	5.00
Abbreviated Access, one digit	
Each shared speed call list	20.00
Each line arranged	0.50
Abbreviated Access, two digit	
Each shared speed call list	30.00
Each line arranged	0.50
Select Call Block	6.00
Remote Call Forwarding (initial and addl path )	47.81 (I)

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.9 Subscriber Intrastate Access Service****7.9.1 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.

**7.9.2 Limitations**

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

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

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

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

**7.9.3 Undertaking of the Company**

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

**7.9.4 Term of Service**

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

**7.9.5 Rate Regulations**

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

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

(C) The Subscriber Access Charge, as set forth in 7.9.6 following, will be billed to the end user subscriber of the associated local exchange service, including, where applicable, a reseller of the associated local exchange service, in which case the reseller shall be deemed an end user for purposes of application of such charges.

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

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.9 Subscriber Intrastate Access Service (continued)****7.9.5 Rate Regulations, continued****7.9.5 Rates**

<b>Business Customer Service Type</b>	<b>ILEC AREA / OCN</b>
	Qwest / 5145
Single Line Local Exchange Service	7.50
Multi-line Local Exchange Service	9.19
Centrex	9.19
Trunk	9.19
PRI	45.95
(D)	(D)
BRI	7.70

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.10 Local Telecom Surcharge**

## 7.10.1 Rate Regulations,

- (A) Telecommunications rules and regulations allow Incumbent Local Exchange Carriers to increase rates to wholesale providers in the form of an additional 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 7.15 following for rates.

**7.11 Carrier Access Recovery Charge**

## 7.11.1 Rate Regulations,

- (A) Customers assessed a Subscriber Intrastate Access Charge as specified in paragraph 7.9 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 7.15 following for rates.

**7.12 Regulatory Recovery Fee-State**

## 7.12.1 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 7.15 following for rates.

**7.13 End User Port Charges**

## 7.13.1 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 7.15 following for rates.

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)****7.14 Local Portability Charge**

## 7.14.1 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, as set forth below, applies to all local exchange service lines provided by the Company. See table in paragraph 7.15 following for rates.

**7.15 Rate Table (LTS, CARC, RRF-S and LPC)**

## 7.15.1 Applies in All service Areas.

**Business Monthly Per Line or Per Trunk\***

Services	Business-All Service Areas				
	Local Telecom Surcharge	Carrier Access Recovery Charge	Regulatory Recovery Fee-State	Local Portability Charge	End User Port Charge
Single Line Local Exchange Svc.	\$5.00	\$4.50	\$4.99 (I)	\$1.99 (I)	-
Multi-line Local Exchange Svc.	\$5.00	\$4.50	\$4.99 (I)	\$1.99 (I)	-
-	-	-	-	-	-
ISDN BRI	\$5.00	\$4.50	\$4.99 (I)	\$1.99 (I)	\$1.58
ISDN PRI (rates per svc.)	-	\$22.50	\$24.95 (I)	\$89.55 (I)	\$15.53
Foreign Exchange-Single Line	\$5.00	\$4.50	\$4.99 (I)	\$1.99 (I)	-
Foreign Exchange-Multi-Line	\$5.00	\$4.50	\$4.99 (I)	\$1.99 (I)	-
Remote Call Forward	\$5.00	-	\$4.99 (I)	\$1.99 (I)	-
Centrex	\$5.00	\$4.50	\$4.99 (I)	\$1.99 (I)	-
Trunks	\$5.00	\$4.50	\$4.99 (I)	\$17.91 (I)	-
T-1/Digital PBX (rates per svc.)	-	\$22.50	\$24.95 (I)	\$89.55 (I)	\$28.18

\*Unless otherwise noted

**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.1 Directory Listings**

**8.1.1 General**

The following rules 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.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. It may reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service willing to be accepted as a listing unless the subscriber is legally doing business under that name.

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A name may be repeated in the white pages only when a different address or telephone number is used.

**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.1 Directory Listings, (Continued)**

**8.1.2 Composition of Listings**

**(A) Names**

The following names may be included in business service listings:

- (1) The name of subscriber or joint user.
- (2) The name of each business enterprise which the subscriber or joint user conducts.
- (3) The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- (4) The name of any person associated with the subscriber or joint user in the same business.
- (5) The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
- (6) Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes. The name of a publication issued periodically by the subscriber or joint user.
- (7) The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- (8) The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
- (9) The name of a corporation which is the parent or a subsidiary of the subscriber.
- (10)

(D)  
(D)

- (11) The name of the subscriber to a sharing arrangement.



**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.1 Directory Listings, (Continued)**

**8.1.2 Composition of Listings, (Continued)**

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**(D) Telephone Number**

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)****8.1 Directory Listings, (Continued)****8.1.3 Types of Listings****(A) Standard Listing**

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 5.13.2.2 above.

**(B) Indented Listing**

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD	
Office 125 Portland	555-4180
Residence 9 Glenway	555-8345

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)****8.1 Directory Listings, (Continued)****8.1.3 Types of Listings, (Continued)****(C) Alternate Telephone Number Listing and Night Listing**

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number)

Night calls (telephone number)

Night calls after \_\_\_PM (telephone number)

Nights, Sundays and holidays (telephone number)

5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays  
(telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

**(D) Duplicate Listing**

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

**(E) Reference Listing**

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

**(F) Cross Reference Listing**

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)****8.1 Directory Listings, (Cont'd.)****8.1.4 Free Listings**

The following listings are provided at no additional charge to the Customer: one listing for each individual line service, auxiliary line or PBX system.

**8.1.5 Rates for Additional Listings - Business Customers**

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4.

Type of Listing	Business Charge
Reference/Cross Reference	
- Each Listing	9.00 (I)
Alternate Telephone Number/Night Listing:	
- Night, Sundays & Holidays	9.00 (I)
- First Line	9.00 (I)
Additional Listing	9.00 (I)
Foreign Listing	9.00 (I)
Dual Name Listing - Non-Recurring	9.00 (I)

**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.1 Directory Listings, (Cont'd.)**

**8.1.6 Non-Recurring Charges**

The appropriate nonrecurring charge applies to each:

- Change in Primary Listing other than when the customer moves to a new address;
- Additional listing established or changed;
  
- Business service, to transfer the service of a customer to an applicant with a change in the Primary Listing when the same business is continued and there is no lapse in service;

(D)  
(D)

	<u>Nonrecurring Charge</u>
Business	\$10.00

(D)

**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.2 Non-Published Service**

**8.2.1 General**

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

**8.2.2 Regulations**

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

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of 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.

**8.2.3 Rates and Charges**

There is a monthly charge for each non-published service. This charge does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
Business	\$11.00 (I)	\$15.00

**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.3 Non-Listed Service**

**8.3.1 General**

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.

**8.3.2 Regulations**

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

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of 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.

**8.3.3 Rates and Charges**

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or in the service is installed for a temporary period.

Non-listed service	Monthly <u>Rate</u>	Nonrecurring <u>Rate</u>
Business	\$11.00 (I)	\$10.00

**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.4 Directory Assistance Services**

**8.4.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Each Local Directory Assistance Call	\$6.99 (I)
Each National Directory Assistance Call	\$6.99 (I)

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**SECTION 9.0 - ADVANCED SERVICES**

**9.1 MetPath™ ISDN PRI Service with Unlimited Local Calling**

MetPath™ 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.

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

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

**Recurring Charges**

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Qwest Area	ICB	ICB	ICB

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)****9.1 MetPath™ ISDN PRI Service with Unlimited Local Calling (Continued)**Non-Recurring Charges

		12 Months	Non-Recurring Charge 24 Months	36 Months
Qwest Area				
	First Line	ICB	ICB	ICB
	Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge <sup>1</sup>		Per PRI		
	Qwest	ICB		
Order Supplement Charge <sup>2</sup>		First Change	Subsequent Change	
	Qwest	ICB	ICB	
Order Cancellation Charge <sup>Error! Bookmark not defined.</sup>		Per PRI		
	Qwest	ICB		

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

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

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**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)****9.2 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 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
Qwest Area	ICB	ICB	ICB

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)****9.2 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling (Continued)**Non-Recurring Charges

		Non-Recurring Charge		
		12 Months	24 Months	36 Months
Qwest Area	First Line	ICB	ICB	ICB
	Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge <sup>3</sup>		Per DS1		
	Qwest	ICB		
Order Supplement Charge <sup>4</sup>		First Change	Subsequent	
	Qwest	ICB	Change	ICB
Order Cancellation Charge <sup>Error! Bookmark not defined.</sup>		Per DS1		
	Qwest	ICB		

<sup>3</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

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

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)****9.3 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.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**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.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)****9.3 MetPath™ ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Continued)****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.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**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.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

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

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

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**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.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)****9.4 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 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 Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

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

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

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Qwest Area	ICB	ICB	ICB

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

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

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Qwest Area	ICB	ICB	ICB

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)****9.4 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service (Continued)****MetPath™ ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU**

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

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

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

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

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**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.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

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

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

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)****9.5 MetPath™ ISDN BRI Service**

Integrated Services Digital Network Basic Rate Interface (ISDN BRI) is a service that provides an integrated voice/data communications capability for the transmission of circuit switched voice and data signals.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

The following rates and charges are grandfathered and will be available to existing customers only.

Monthly Recurring Charges

	Monthly Recurring Charge <sup>1</sup>
ISDN Basic Exchange Digital Line, each	\$10.00
ISDN Basic Exchange Circuit Switched Voice	
First Line	n/a
Second Line	2.00
ISDN Basic Exchange Circuit Switched Data, each	2.00
ISDN Basic Exchange Alternate Circuit Switched Voice/Data,each	2.00

The following rates and charges are effective for ISDN BRI.

ISDN BRI Single Line-Flat Rate	\$90.00 (I)
Circuit Switched Data	
Interstate Rate - per min	\$0.0890
Intrastate Rate - per min	\$0.2190

<sup>1</sup> Rates and charges are grandfathered and will be available to existing customers only.



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**SECTION 10.0 - RESERVED FOR FUTURE USE**

**10.1 Reserved For Future Use**

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**SECTION 11.0 - MISCELLANEOUS SERVICES****11.1 Carrier Presubscription****11.1.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls, Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**11.1.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)****11.1 Carrier Presubscription, (Continued)****11.1.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below:

**11.1.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

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

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

**SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)**

**11.1 Carrier Presubscription, (Continued)**

**11.1.5 Presubscription Charges**

**(A) Application of Charges**

After a Customer’s initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**(B) Nonrecurring Charges**

Per business line, trunk, or port

(C)

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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**SECTION 12.0 - PROMOTIONAL OFFERINGS**

**12.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering.

(C)  
(C)

**12.2 Discounts**

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, “monthly revenue commitment” and/or “time of day” may also be included).