

**REGULATIONS, AND
SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF ACCESS SERVICES
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN
THE STATE OF SOUTH DAKOTA**

**FURNISHED BY
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TARIFF FORMAT

Sheet Numbering Sheet numbers appear in the upper right hand corner of the sheets. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between sheets 5 and 6 would be numbered 5.1.

Sheet Revision Numbers Revision numbers also appear in the upper right corner of sheets. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet No. 24 cancels the 3rd Revised Sheet No 24.

Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

- 2
- 2.1
- 2.1.1
- 2.1.1 (A)
- 2.1.1 (A) (1)
- 2.1.1 (A) (1) (a)
- 2.1.1 (A) (1) (a) (1)

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TARIFF FORMAT

Explanation of symbols

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

- (C) To signify a change in text due to a changed
- (D) To signify discontinued regulation term, or condition service or deleted material
- (I) To signify a rate increase
- (M) To signify a move in material from or to another part of the tariff
- (N) To signify a new product, rate or material
- (R) To signify a rate reduction
- (T) To signify a change in text, but no change in a rate, charge, term or condition of the tariff,
- (Z) To signify a correction

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the Intrastate Access Services provided by Nebraska Technology and Telecommunications, Inc. (NT&T, Inc.) to customers within the state of South Dakota.

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SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Code – Denotes a uniform code assigned by the Company to an individual Customer.

Access Minutes – For the purpose of calculating chargeable usage, the term “access minutes” denotes customer usage of exchange facilities in the provision of intrastate service.

Access Services – The Company’s intrastate access services offered pursuant to this tariff.

Access Tandem – A switching system that provides traffic concentration and distribution function for originating and terminating traffic as an intermediate carrier between other switching facilities that originate or terminate calls to or from an End User.

Advance Payment – Payment required before the start of service.

Central Office – A local exchange carrier company switching system where exchange service station loops are terminated for purposes of interconnection to each other and to trunks.

Commercial Mobile Radio Service (“CMRS”) – Cellular and PCS service that originates or terminates on a wireless handset and has calls routed through a Mobile Switching Office (“MTSO”).

Common Carrier – Denotes any certificated individual, partnership, association, joint – stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

Commission – The South Dakota Public Utilities Commission

Company – Nebraska Technology & Telecommunications, Inc., the issuer of this tariff

Company Facilities – Company Facilities include facilities owned and operated by the Company and may also include facilities owned and operated by other telecommunications carriers which are under contract for the Company’s exclusive use.

Customer – The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company’s regulations.

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

Exchange Telephone Company – Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange. For purposes of this tariff, a Exchange Telephone Company includes a SMRS provider or a certificated local exchange carrier (“LEC”), that may or may not be legally affiliated with Nebraska Technology & Telecommunications, Inc. (NT&T, Inc.).

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Intrastate Access Service - Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating intrastate calls.

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

Local Switching - The Nebraska Technology & Telecommunications, Inc network system that permits an End user to make or receive calls that require local exchange access. With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "local switching" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code. NT& T, Inc. Switching may also include a switch port leased by NT&T Inc. from another LEC through a commercial or interconnection agreement.

Recurring Charges - The monthly or other periodic, except annual, charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

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

Serving Wire Center - The wire center from which the customer designated premises would normally obtain dial tone from the Company.

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

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

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communication paths are interchangeable.

User - A Customer or any other person authorized by the Customer to use service provided under this tariff.

Wire Center - A building in which one or more Local Switches, used for the provision of Exchange Services, are located.

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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 access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Equipment or Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, 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 tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) A Customer that uses access services provided by NT&T, Inc. without submitting an actual order will be presumed to have ordered access services by using said services and charging its End User for retail services that could not be provided without use of access services provided by NT&T, Inc.
- (D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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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 the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, except to the extent that applicable commission rules require credits for service interruptions in excess of 24 hours. The extension of such allowances for interruption shall be the sole remedy of Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or unavailability of rights-of-way materials.
- (C) Except for proration of monthly charges as required by the Commission's rules, the Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of other telecommunications carriers involved in providing services under this tariff.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or the Customer's supplier.

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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. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) Except for proration of monthly charges as required by the Commission's rules, the entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred.
- (I) The Company makes no warranties or representations, express or implied wither in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.5 Claims**

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 claims or libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or end user of the Customer relating to the use of the Company's services or facilities.

2.1.6 Provision of Equipment and Facilities

(A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

(B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, 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.

2.1.7 Ownership of Facilities

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

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

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Individual Case Basis ("ICB") Arrangements

NT&T, Inc. may enter into an agreement with an interexchange carrier that contains unique terms and conditions, rates and charges for intrastate access services. ICB agreements will be summarized and attached to this Tariff where required by applicable law.

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 Commission's regulations, policies, orders, and decisions.

2.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

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 access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

2.3.2 Jurisdictional Report Requirements

(A) The Company, where jurisdiction can be determined from the call detail, will determine the PIU as follows. For either originating or terminating access minutes, the PIU will be developed on a monthly basis by local switch when the Feature Group D Switched Access Service access minutes for those types of calls (i.e. either originating or terminating) are measured by dividing the measuring interstate access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes or originated 8XX access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the feature Group D terminating and originating 8XX by state for all minutes that originate or terminate with an End User.

Should the Customer not supply a projected 8XX originating and terminating PIU factor for either Feature Group D switched access, the Company will apply a default PIU factor of fifty percent (50%) and assess the remaining minutes/facilities under the terms of the applicable state access tariff or written agreement between Customer and Company. The PIU factor will be used by Company to determine interstate and intrastate rates and charges where Company cannot itself determine the jurisdiction of the call transiting its network. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.2 (B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**2.3 Obligations of the Customer****2.3.2 Jurisdictional Report Requirements**

- (B) For purposes of developing the projected PIU, the Customer shall consider every call that enters the Customer's network at the point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- (C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- (D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes by local switch will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in the following sections.

- (E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume that 50% of the traffic is intrastate.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**2.3 Obligations of the Customer****2.3.2 Jurisdictional Report Requirements**

- (F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3 (A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3 (A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

- (G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request. Once the request is received, the Customer will have thirty (30) days to supply or otherwise make available data to the Company. If the Customer does not provide the requested data, Company shall apply the 50% default PIU factor to Customer's traffic. If the audit shows a substantial deviation from the Customer's previously reported PIU for the audit period, Company may request call detail records on more than an annual basis from that Customer.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may, in its sole discretion, require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- (A) To safeguard its interests, the Company may, in its sole discretion, require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- (1) two month's charges for a service or facility;
 - (2) the charges that would apply for the minimum payment period for a service or facility that has a minimum, payment period of more than one (1) month; except that a deposit may include an additional amount in the event that a termination charge is applicable.
- (B) A deposit may be required in addition to an Advance Payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- (D) Deposits held will accrue interest without deductions for any taxes on such deposits. The interest rate will be that determined and published by the Commission each year. NT&T, Inc. will refund the accrued interest on the deposit to the customer each year. Interest will accrue on any deposit until the amount escheats to the State pursuant to law.

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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. Customer must pay NT&T, Inc. for all access services provided regardless of whether Customer submitted an order to NT&T, Inc. to provide such services.

(A) Taxes

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

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 30 days after the date of the bill issuance. A Customer's bill is past due if not paid within 30 days of the due date.
- (B)** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within at least 30 days after the date of the bill. 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 billing period, or end of the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a prorate basis. For this purpose, every month is considered to have thirty (30) days.
- (D)** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the 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 tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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

2.6 Payment Arrangements

2.6.2 Billing and Collection of Charges (cont'd)

- (E) If any portion of the payment is not received by the Company within 30 days of the due date of the 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 1.0% per month 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 will be assessed a charge of fifty dollars (\$50.00) or the maximum permitted by law for a customer, whichever is greater, for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- (G) The Customer should notify the Company of any disputed items on an invoice within two years 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 Commission in accordance with the Commission's rules and procedure. The address and phone number of the Commission and the Company is as follows:

South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 E. Capitol Avenue
Pierre, SD 57501-5070
605-773-3201

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**2.6 Payment Arrangements (Cont'd.)****2.6.2 Billing and Collection of Charges (Cont'd.)**

- (H) Customer may withhold amounts disputed in good faith until either the Customer is informed that NT&T, Inc. has denied the dispute or 90 days, whichever comes first. Once a billing dispute is denied or a filed dispute remains unresolved after 90 days, Customer must pay the disputed amount to NT&T, Inc.
- (I) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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, excluding Sundays and holidays, prior to discontinuance unless otherwise indicated. Notice will be provided via First Class U.S. Mail and will be printed in English.

Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

The Company may discontinue or suspend service without incurring any liability for the following reasons:

- (A) Upon nonpayment of any jurisdictional amounts owing to the Company. No basic residential service shall be disconnected for nonpayment until at least 30 days past the due date of the bill and only following 15 days written notification.
- (B) Customer violation or non-compliance with the Commission's Rules and Regulations.
- (C) Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a customer whose account is delinquent and who continues to reside at the premises.
- (D) Violation of any rule of the LEC which may adversely affect the safety of the customer or other persons or the integrity of the Company's service.
- (E) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the customer or other persons or the integrity of the Company's service.

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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 (Cont'd)

- (F) Failure of the customer to permit the Company reasonable access to its facilities or equipment.

The Company may discontinue service without notice:

- (1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
- (2) Upon order by any court, the Commission, or any other duly authorized public authority; or
- (3) If service was obtained fraudulently or without the authorization of the Company or is being used for, or suspected of being used for, fraudulent purposes.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

2.6.5 Ordering, Rating and Billing of Access Service Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiply Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**2.6 Payment Arrangements (Cont'd.)****2.6.5 Ordering, Rating and Billing of Access Service Where More Than One Exchange Telephone Company is Involved (Cont'd)**

- (A) When the first point of switching is not the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service

- (B) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
- (C) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.5 (A) preceding, the Company will give affected Customers 30 days' notice.

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 to the term and conditions set forth in 3.2.3 following, Access Order Modifications.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**2.7 Allowances for Interruptions in Service**

Except as set forth in 2.1.4(B) preceding and 2.7.2 following, interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Company becomes aware that the service, facility or circuit is interrupted and the Customer releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rate 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.
- (C) Credit allowances shall be made as follows:
 - (1) For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the minimum monthly usage charge for each period of 24 hours or major fraction thereof that the interruption continues. Credit provided pursuant to this section is only provided for facility charges. The total credit determined under this provision is limited to the credit the Company receives from its underlying telecommunications carriers for the portion of facilities provided under contract to the Company.

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

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.2 Limitations of Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier receiving the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company;
- (C) interruptions due to the failure or malfunction of end-user or Customer equipment;
- (D) interruptions of service during any period in which the Company or its representatives is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; except that a credit allowance will apply if the service interruption continues for more than 24 hours after the end of the service period for maintenance;

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

2.8 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.8.1 Charges Based on Duration of Use

Customer traffic to local switches will be measured by the Company at local switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch received disconnect supervision from either the originating end user's local switch, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's local switch, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's local switch, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each local switch and are then rounded up to the nearest access minute for each local switch.

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SECTION 3.0 – SERVICE AND RATE DESCRIPTIONS**3.1 Access Services Description**

Switched Access Service, which is available to Customers for their use in furnishing services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an End User's premises, with or without another carrier providing service directly to the End User. It provides for the use of common terminating and switching facilities. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls. Company and affected carriers may mutually agree to the application of rates different from the rates contained in this tariff.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which the End User or Customer accesses them when originating or terminating calls.

- 3.1.1 FGD Access, which is available to all Customers, provides trunk side access to Company local switches with an associated uniform 1OXXX or 101 XXXX access code for the Customer's use in originating and terminating communications. End Users may also originate calls to a selected FGD Access Customer by dialing 1 + NPA-NXX-XXXX when using the Company's presubscription service, or by dialing a local or ten-digit number when originating a call using another Exchange Telephone Company's service.
- 3.1.2 Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company local switches in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with prefixes associated with toll free calls, such as "800" or "888".

3.2 Access Service Order

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

3.2.1 Order Contents

- (A) For Feature Group D Switched Access Service, the Customer shall specify the means by which traffic shall be routed (through a direct trunk or a tandem switching facility). When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:
- the Local Switch and
 - the Local Transport and Local Switching options desired.

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SECTION 3.0 – SERVICE AND RATE DESCRIPTIONS

3.2 Access Service Order

3.2.1 Order Contents

(A) When FGD is ordered by specifying the number of trunks and local switch routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company local switch subtending another Exchange Telephone Company's access tandem.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

(B) For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.

3.2.2 Access Order Service Date

NT&T, Inc. shall make available to all customers within a reasonable time of a request a schedule of applicable service dates and any associated relevant information. The schedule shall specify the applicable service date for services and the quantities of services that can be provided in the applicable service date.

NT&T, Inc. will not accept orders for service dates which exceed the applicable service date by more than six months.

Access Services will be installed during Company business days. If a Customer requests that installation be done outside of schedule work hours, and the Company agrees to this request, the Company in advance of expediting an order will provide the Customer an estimate of the anticipated charges calculated at an overtime rate determined by the Company.

3.2.3 Access Order Modifications

The Customer may request a modification of its Access Order prior to the service date. The Company will make every effort to accommodate a requested modification.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

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SECTION 3.0 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Access Service Order

3.2.4 Cancellation of an Access Order

(A) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written notice from the Customer that the order is to be cancelled. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

(B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (1) Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.

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SECTION 3.0 - SERVICE AND RATE DESCRIPTIONS (Cont'd)

3.2 Access Service Order

3.2.5 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity. Types of nonrecurring charges that apply for Switched Access Service are: Installation of service and service rearrangements.

(1) Installation of Service

A nonrecurring installation charge will be applied at the serving wire center for each order received. Additionally, a nonrecurring trunk activation charge will be applied at each local switch on a per order per local switch basis for each group of 24 Direct Trunked Transport trunks or fraction thereof that is activated. A maximum of 24 trunks can be activated on a DS1 facility.

(2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity.

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SECTION 3.0 – SERVICE AND RATE DESCRIPTIONS (Cont’d)**3.3 Access Rate Categories**

3.3.1 Standard Rate

NT&T applies a single rate for switched access service, except as stated in 3.3.1 (B):

- (A) Switched Access Service provides for the use of Company common lines by Customers for access to End Users to furnish intrastate communications service. Carrier Common Line Access is provided where the Customer obtains Switched Access Service under this Tariff or ICB agreement.
- (B) Toll Free Data Base Access Service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Charges for Toll Free Data Base Access Service apply on a per-query basis and are found in Section 6.8.
- (C) Intermediate Carrier for CMRS Traffic Access Service provides for the carrying of CMRS originated traffic, including 8YY traffic, from a CMRS Mobile Switching Office (“MTSO”) to Company Local Switch and then to an access Customer. Company will charge for all elements of service that it provides in routing such traffic including the tandem functionality switching rate, all applicable local transport elements, and any 800 database queries.

3.4 Miscellaneous Services

3.4.1 Presubscription

- (A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (“IC”) to access, without an access code, for intrastate InterLATA calls, and intrastate intraLATA calls, and interstate InterLATA calls subject to the Company’s FCC Access Tariff. This IC is referred to as the end user’s Primary Interexchange Carrier (“PIC”). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user’s initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1, applies.

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SECTION 3.0 – SERVICE AND RATE DESCRIPTIONS (Cont’d)**3.4 Miscellaneous Services**

3.4.1 Presubscription

- (B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
- Designate an IC as a PIC and dial 1OXXX or 101XXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial 1OXXX or 101XXXX for all calls to all ICs.

New end users subscribing to the Company’s Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user’s initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.2.1, applies. This charge is billed to the end user that is the subscriber to the Exchange Access Service and applies only for selection of an IC which provides only interstate service.

- (C) In the event an end user is incorrectly presubscribed due to misassignment on the part of the Company, no charge shall apply. In the event an end user is incorrectly presubscribed due to misassignment on the part of the Interexchange Carrier (“IC”), and the IC is unable to document such an assignment, the Company will apply the charge to the IC responsible for the misassignment of the end user. The IC will be assessed two charges, one for the misassignment and another for the correction. The end user will then be assigned to an IC of the end user’s choice.

3.4.2 Billing Name and Address Service

NT&T, Inc. will provide Billing Name and Address Service (“BNA”) of subscribers with listed, non-published and unlisted numbers unless the subscriber requests that its BNA not be disclosed. The information will be provided to Telecommunications Service Providers for the limited purposes of billing a call, order entry, customer service, fraud prevention, and identification of customers who have moved from one location to another.

BNA will be provided on a detailed request basis or on a bulk BNA basis. Bulk BNA includes all BNA in the Exchange Company’s records. An initial account set up charge will apply as set forth in Section 6.10 following.

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SECTION 3.0 – SERVICE AND RATE DESCRIPTIONS (Cont’d)**3.4 Miscellaneous Services****3.4.2 Billing Name and Address Service (Cont’d)**

The standard format for the detailed request for provisions of telephone number and billing name and address information will be the CARE (Carrier Account Record Exchange) format. If a non-standard format is requested by the Telecommunications Service Provider, a Programming Charge as indicated in 6.10 following will apply.

A Telecommunications Service Provider must order BNA and provide a test data tape at least 30 days prior to delivery of the first order.

Any Telecommunications Service Provider furnished BNA pursuant to this tariff, agrees to abide by all applicable rules, decisions, orders, statutes and laws concerning the disclosure of Billing Name and Address, and further agrees to use the information contained therein only for the purpose of billing for telecommunications services, order entry, customer service, fraud prevention, or identification of customers who have moved from one location to another.

BNA will be provided via magnetic tape or paper format, at the options of the Telecommunications Service Provider at the rates listed in 6.10 following. A per record charge is also applicable for each request. The charges apply to all requests including but not limited to records not found, duplicate requests, invalid requests, and invalid information.

3.4.3 Access Service Billing

(A) The customer shall receive its primary access service monthly bills and Customer Service Records (“CSRs”) in a standard paper format at no charge.

At the option of the customer, primary access service monthly bills and CSRs may be requested on magnetic tape reel or cartridge or transmitted by electronic data transmission to the customer’s premises, in lieu of the standard paper format at no charge.

Upon Company acceptance of an order for electronic data transmission, the Company will determine the period of time to implement the transmission of such material on an individual order basis. Customers requesting electronic data transmission are responsible for all recurring and non-recurring charges associated with the data transmission circuit.

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SECTION 3.0 – SERVICE AND RATE DESCRIPTIONS (Cont’d)

3.4 Miscellaneous Services (Cont’d)

3.4.3 Access Service Billing (Cont’d)

- (B) Additional copies of the customer’s monthly bill and/or Customer Service Record (“CSR”) may be provided, per request, in a standard paper, magnetic tape reel or magnetic tape cartridge format for an additional charge.
- (1) Standard Paper
Customers requesting additional copies of monthly bills and/or CSRs in a standard paper format are assessed a per request charge for each bill and/or each CSR requested and a per page charge.
 - (2) Magnetic Tape Reel or Cartridge
Customers requesting additional copies of monthly bills and/or CSRs in a magnetic tape reel or cartridge format are assessed a per reel or per cartridge charge. Only one type of magnetic tape (i.e., reel or cartridge) will be provided per request. This service is only available to customers currently receiving magnetic tape reel or cartridge as their primary access services bill format.
 - (3) Electronic Text File Via E-mail
Customers requesting additional copies of monthly bills and/or CSRs in an electronic text file will receive via e-mail a document image of the invoice in an electronic text file format. This option may not be used by a customer more than once in a six month period. Customers will be assessed a per request charge for each bill and/or each CSR requested in an electronic text file format.

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SECTION 5.0 - SWITCHED ACCESS SERVICE RATES**5.1 General**

Switched Access Service rates applies on an access per-minute-of-use basis.

5.2 Rates

5.2.1. Switched Access Service

(A) Origination \$0.017256 per minute

(B) Termination \$0.000700 per minute

5.2.2 Nonrecurring Charges

	Non-Recurring Charges
(A) Access Order Charge, per order	\$50.00
(B) Service Date Change Charge, per change per order	\$100.00

5.2.3 Toll Free Data Base Access Service

Per Query	\$0.005
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5.2.4 Miscellaneous Services

Non-Recurring Charge

(A) Billing Name and Address Service

Initial Account Set-Up	\$200.00
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Paper Report Charge

	<u>Per Request</u>
Per Report	\$65.00
Per Record	\$0.10

Magnetic Tape Report Charge

Per Report	\$80.00
Per Record	\$0.01

Programming Charge

Per Hour	\$70.00
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(B) Access Service Billing

Paper

Each bill and/or CSR request	\$20.00
Per page	\$0.04

Magnetic Tape Reel

Each reel request	\$40.00
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SECTION 5.0 - RATES (Cont'd)

5.2 Rates (Con't)

5.2.4 Miscellaneous Services (Con't)

(B)	Magnetic Tape Cartridge Each cartridge request	\$40.00
	Electronic Via E-mail (Text file format only) Each bill and/or CSR request	\$20.00
(C)	Presubscription	Non-Recurring Charge
	Presubscription -Per Telephone Exchange Service Line or Trunk	\$5.00
	Unauthorized PIC charge	\$30.00

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