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August 14, 2024

Via Electronic Filing

Lynn M. Retz, Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604-4027

**Re: Unite Private Networks, LLC d/b/a Segra
Docket No. 24-EOMT-676-CCN**

Dear Executive Director Retz:

On behalf of Unite Private Networks, LLC d/b/a Segra ("Segra" or the "Company"), and in response to August 8, 2024 email correspondence from staff, attached are corrected tariffs for compliance with the Commission's Order Approving Tariff Revisions, dated July 23, 2024, reflecting the name Unite Private Networks, LLC d/b/a Segra and the Company's current address.

Included with this transmittal as **Attachment A** is Segra's Kansas Tariff No. 4 for the provision of local exchange services and as **Attachment B** is Segra's Kansas Tariff No. 5 for the provision of access services. The tariffs are being submitted with an issued and effective date of August 14, 2024.

Please acknowledge receipt and acceptance of this filing. Please do not hesitate to contact the undersigned if you have any questions.

Respectfully submitted,

/s/Tamar E. Finn

Tamar E. Finn

Patricia Cave

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Attachment A

Kansas Tariff No. 4 – Local Exchange Services

UNITE PRIVATE NETWORKS, LLC D/B/A SEGRA

**STATE OF KANSAS
LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Local Exchange telecommunications services within the State of Kansas by Unite Private Networks, LLC d/b/a Segra (the "Company"). This tariff is on file with the Kansas Corporation Commission. Copies may be inspected, during normal business hours, at the following locations:

Unite Private Networks, LLC d/b/a Segra
11215 N. Community House Road, Suite 1000
Charlotte, NC 28277
(833-467-3472)

or

Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604-4027
(800 662-0027)

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EXPLANATION OF SYMBOLS

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

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

APPLICATION OF TARIFF

This tariff contains the service offerings, rates, terms and conditions for the Company's telecommunications services offered within Kansas.

SECTION 1.0 - DEFINITIONS

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

Advance payment is a part or all of a payment required before the start of service.

Automatic number identification (ANI) is the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

Bit is the smallest unit of information in the binary system of notation.

Commission refers to the Kansas Corporation Commission, unless otherwise indicated.

Company refers to Unite Private Networks, LLC d/b/a Segra unless otherwise indicated.

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

Deposit is the cash or equivalent of cash security held as a guarantee for payment of the charges.

DID trunk is a form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of an operator.

Direct inward dial (DID) is a service attribute that routes incoming calls directly to stations, bypassing a central answering point.

Direct outward dial (DOD) is a service option that allows individual station users to access and dial outside numbers directly.

End office is a location where the Company's switch is installed. The switch is assigned an NPA-N3OC code and is the point of interconnection for that NPA-NXX code listed in the Local Exchange Routing Guide.

End user is a Customer, joint user or any other person authorized by a Customer to use service provided under this tariff.

Exchange is a geographical area established for the rating of telecommunications.

SECTION 1.0 - DEFINITIONS (Cont'd.)

Exchange telephone company or telephone company is any individual, partnership, association, joint-stock company, trust or corporation authorized by the state regulatory commission to provide public switched communications throughout an exchange area or between exchange areas.

Hearing impaired refers to all persons with communication impairments, including the hearing impaired, deaf, deaf/blind and speech impaired whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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

Integrated Services Digital Network (ISDN) is a switched network service that provides end-to-end digital connections for the simultaneous transmission of voice and data. Primary rate interface - ISDN (PRI-ISDN) provides a digital transmission of 23 bearer channels and one data channel (23+D).

IXC or interexchange carrier is a long distance telecommunications services provider that furnishes services between exchange areas.

Local access and transport area (LATA) is a geographical area established under 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 (NECA) Tariff F.C.C. No. 4.

Local Calling is a completed call or telephonic communications between a calling station and any other station within the local service area of the calling station.

Monthly recurring charges are those monthly charges to the Customer for services, facilities or equipment which continue and are billed to the Customer each month for the duration of the service.

Nonrecurring charge (NRC) is the initial charge, usually assessed on a one-time basis, to install equipment and facilities to establish service.

Numbering plan area (NPA) is the same as an area code.

PBX means private branch exchange.

SECTION 1.0 - DEFINITIONS (Cont'd.)

Presubscription is an arrangement whereby a Customer may select and designate to the Company a carrier he or she wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Recurring charges are the same as monthly recurring charges.

Service commencement date is the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or 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 is the written request for network services executed by the Customer and the Company. The signing of a service order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order and under this tariff. The duration of the service is calculated from the service commencement date.

Shared refers to a facility or equipment system that can be used simultaneously by several customers.

Station refers to telephone equipment from or to which calls are placed.

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

Two-way service includes both 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 are rates for minutes or messages traversing over local exchange facilities.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company**2.1.1 Scope**

The Company undertakes to furnish communications service under the terms of this tariff with one-way and two-way information transmission originating from and terminating to points within Kansas.

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

2.1.3 Terms and Conditions

- A.** Service is provided for a minimum period of thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B.** Customers may be required to enter into written or oral 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.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- C.** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each service order, or in any extension of the service order, service shall continue on a month-to-month basis at the then current rates, unless terminated by either party upon 30 days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order, shall survive such termination.
- D.** This tariff shall be interpreted and governed by the laws of Kansas without regard to any choice of laws provision under a written contract or service order.
- E.** Other carriers 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.

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.** To the extent that either the Company or any other carrier 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 carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- G.** The Company reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume or term discounts.
- H.** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)**2.1.4 Limitations on Liability**

- A.** In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and other uses for which facilities may be furnished him by the Company, and because of unavoidable errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.
- B.** The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.
- C.** Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- D.** Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against **all** other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the Customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the Customer, or authorized user, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- F.** The Company shall not be liable for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.
- G.** Directory Errors - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- H.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- I.** The Company makes no express warranties or representations, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- J.** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- K.** With respect to Emergency Number 911 Service:
 - 1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

K. With respect to Emergency Number 911 Service: (Cont'd.)

2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies, or municipalities, or the employees or agents of any one of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)**2.1 Undertaking of the Company (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies 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.

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 permit others to rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 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 the Customer.
- C.** Equipment the Company provides or installs at the Customer premises 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 with this service shall be so constructed, maintained and operated as to work satisfactorily with the Company's facilities.

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

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 under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- 1.** the 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.

2.1.7 Non-routine Installation

At the Customer's request, installation 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 or night hours, additional charges may apply.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort basis at the Customer's request. 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.

2.1.9 Ownership of Facilities

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

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale 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 Kansas Corporation Commission's regulations, policies, orders and decisions.
- 2.2.3** The Company may block any signals being transmitted over its network by customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer 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 nonrecurring installation charges as stated in this tariff will apply.

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 under this tariff;
- B. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance 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, coax 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 for the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

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;

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- I.** taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any Unite Private Networks, LLC service(s) as described herein.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

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

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

2.4.2 Station Equipment

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

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 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 under 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.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- B.** Service provided herein 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.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)**2.5 Deposits****2.5.1 Advance Payments**

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the Customer's account on the first bill rendered. Federal, State or Municipal governmental agencies may not be required to make advance payments.

2.5.2 Credit Policy**A. Deposit and Guarantee Requirements**

Reserved for Future Use

2.6 Payment Arrangements**2.6.1 Payment for Service**

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

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement: Federal Access or End User Common Line (EUCL) for Residence, Single Line Business, Multi-Line Business, Basic Rate Interface (BRI), Local Number Portability (LNP), Primary Interexchange Carrier Charge (PICC), Universal Service Fund (USF), Telecommunications Relay Service (TRS), and/or Emergency 911 Surcharges may also be charged as appropriate.

Certain telecommunications services, as defined in the Kansas statutes, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Kansas, or both, and are charged to a Customer's telephone number or account in Kansas.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)**2.6. Payment Arrangements****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. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- 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 upon receipt. 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 on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Customer billing will begin on the service commencement date, which is the day 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 under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company within 21 days of receipt 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 one-time late payment charge (for that particular bill) of 1.5% shall be due to the Company until the bill is paid in full.

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

- F.** The Customer should notify the Company of any disputed items on an invoice within 30 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 Kansas Corporation Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604-4027
Telephone: (785) 271-3100

- G.** If service is disconnected by the Company under Section 2.6.3 and later reinstalled, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company under Section 2.6.3 and later restored, restoration of service will be subject to the rates in Section 4.3.

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service under this section. Customers will be given seven days written notice prior to discontinuance unless otherwise indicated. The seven day notice period excludes Sundays and legal holidays. 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.

After discontinuing service, the Company 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. These remedies are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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

The Company may discontinue service:

- A. upon nonpayment of any amounts owing to the Company; it may discontinue or suspend service without incurring any liability;
- B. upon violation of any of the other material terms or conditions for furnishing service the Company may, 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 law or regulation, the Company may immediately discontinue service without incurring any liability;
- F. without notice in the event of fraudulent use of the Company's network; the Customer will be liable for all related costs including payment of any reconnection charges;
- G. without notice if 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.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.6. Payment Arrangements (Cont'd.)**2.6.3 Discontinuance of Service for Cause (Cont'd.)**

- I. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (i.e., 800/888) service calls to the Customer's telephone equipment. If the Customer has insufficient access lines on which to terminate 800 service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 service, with 30 days written notice.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company notice of desire to terminate service.

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.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.6. Payment Arrangements (Cont'd.)

2.6.5 Cancellation of Application for Service (Cont'd.)

- 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 charges described above will be calculated and applied on a case-by-case basis.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)**2.6. Payment Arrangements (Cont'd.)****2.6.6 Changes in Service Requested**

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

2.6.7 Bad Check Charge

A service charge equal to \$30.00 will be assessed 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 Customer's or Company's 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 tariff.
- 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 (Cont'd.)

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

2.7.1 General (Cont'd.)

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

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 any interruption in service:

- A.** due to the negligence of or noncompliance with the provisions of this tariff 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;
- E.** 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;
- F.** during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** that was not reported to the Company within 30 days of the date that service was affected.
- I.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (under Section 2.7.3), or utilize another service provider.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

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

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.

2.7.4 Application of Credits for Interruptions in Service

- A.** If a Customer's service is interrupted other than by the negligence or willful act of the Customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption; generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the 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 under Section 2.6.2.

2.8.1 Termination Liability

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

- A. all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the 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.

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)

2.9 Customer Liability for Unauthorized Use of the Network

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

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

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

SECTION 2.0 - RULES AND REGULATIONS (Cont'd.)**2.10 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) under any sale or transfer of substantially all the assets of the Company; or c) under any financing, merger or reorganization of the Company.

2.11 Notices and Communications

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

2.11.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.11.3 Except as otherwise stated in this tariff, all notices or other communications required to be given under this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges currently served by the following incumbent LECs: CenturyLink Communications LLC and AT&T Kansas.

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Nonrecurring charges apply to process service orders for new service, for changes in service and for changes to the Customer's primary interexchange carrier (PIC) code.

4.1.1 Service Order Charge

	<u>Nonrecurring Charge</u>
Service Order new service, per line	\$ 5.00
PIC change, per line, trunk or port	\$ 5.00
Service Order for rearrangements or changes	\$ 35.00

4.2 Maintenance Visit Charges

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

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

The time period for which the maintenance visit charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for maintenance of service vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Rate</u>
Hourly Service Charge	\$35.00

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (Cont'd.)**4.3 Reconnection of Service**

A reconnect charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration (delinquent reconnect) of the suspended service and facilities is arranged. There is a separate restoration charge for ordinary reconnects when, after disconnection of service, service is later re-installed.

	<u>Rate</u>
Delinquent Reconnect Service Charge - Business	\$45.00
Delinquent Reconnect Service Charge — Residential	\$45.00
Reconnect Service Charge — Business (per line)	\$25.00
Reconnect Service Charge — Residential (per line)	\$25.00

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following network services are available to customers.

Standard Local Service

PBX Trunk Service

Direct Inward Dial (DID) Service

Centrex Services

Vanity Telephone Numbers

ISDN PRI Services

Optional Calling Features

Listing Services (including Nonpublished and Non-list Services)

Directory Assistance

Operator Services

Special Construction and Arrangements

5.1.2 Application of Rates

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated nonrecurring and monthly recurring charges.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Cont'd.)

5.2 Standard Local Service

The Standard Local Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Local Service lines are provided for the connection of Customer-provided wiring and FCC Part 68 approved devices.

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 basis.

Standard Local Service provides a Customer with the ability to connect to the Company switching network which enables the Customer to:

- (a) place or receive calls to any calling station in the local calling area;
- (b) access Enhanced 911 Emergency Service, to the extent available;
- (c) access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- (d) access Operator Services;
- (e) access Directory Assistance for the local calling area;
- (f) place or receive calls to 800 telephone numbers;
- (g) access Telephone Relay Service.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)

5.3 Optional Calling Features

The following optional call features are offered where available. For the option service price lists see Section 6.

5.3.1 Feature Descriptions

- A. Anonymous Call Rejection** allows customers to automatically reject calls that have been blocked or marked anonymous by the calling party. With this service, the called customer's telephone will not ring and the calling party will be sent to a recording stating the called party does not accept anonymous calls, please remove the block and call again. The feature may be turned on or off by the end-user by dialing the appropriate feature control code.
- B. Call Blocker** allows the end-user to automatically block incoming calls from end user pre-selected telephone numbers programmed into the features 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 features screening list. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list.
- C. Call Transfer Disconnect** allows the transfer of an existing call to a third party. The initiator of the transfer may hang up, leaving the caller and the third party connected.
- D. Speed Calling (8-code list)** Enables a customer to place calls to other telephone numbers by dialing a code rather than the complete telephone number. The 8-code capacity and/or the 30-code capacity can be provided on the same line; however, duplicate code capacities may not be provided. The combination of code capacities is not available on multi-line hunt groups
- E. Speed Calling (30-code list)** Enables a customer to place calls to other telephone numbers by dialing a code rather than the complete telephone number. The 30-code capacity and/or the 8-code capacity can be provided on the same line; however, duplicate code capacities may not be provided. The combination of code capacities is not available on multi-line hunt groups.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)

5.3 Optional Calling Features (Cont'd.)**5.3.1 Feature Descriptions (Cont'd.)**

- F. Call Forwarding** enables the customer to transfer all incoming calls to another telephone number within the exchange or to a long-distance location. The Call Forward All Calls customer is responsible for the payment of any toll charges for each call that is forwarded and answered at the forwarded location.
- G. Remote Access to Call Forwarding** 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 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-users exchange line or remotely from some other line.
- H. Call Return** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check to see 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.
- I. Call Trace** enables the customer to initiate a trace of the origin of the last incoming call by dialing an activation code. If the trace is successful, the incoming call information will be recorded at the telephone company's equipment. The results of the trace will not be provided to the customer directly. The customer should follow the instructions received after successful trace activation to initiate further action.
- J. Call Waiting/Cancel 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 activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)**5.3 Optional Calling Features (Cont'd.)****5.3.1 Feature Descriptions (Cont'd.)**

K. Call Waiting — ID allows for the display of the name and/or number of a new caller when user is already talking on the telephone and receives another phone call on the customers CPE and allows the customers to decide to answer the new incoming call or not.

L. Call Waiting ID Options allows Call Waiting ID customers to identify the name and/or number of an incoming caller when they are already talking on the telephone and receive another phone call. Call Waiting ID Options — Telephone will display the name and/or number of the person calling. Using this information, the customer may then decide how they want to handle the second caller from a menu choice known as Disposition Codes. The Disposition Codes appear on the customer's equipment as menu options. The available options for the disposition of the second caller include:

- Talk to the second caller
- Provide the caller with a busy announcement
- Forward the call to a "wait a minute" or "call me back" message
- Route the new call to a voice mailbox
- Allow the caller to join the call in progress

Call Waiting ID Options is subject to the following limitations:

- Customers must also subscribe to Call Waiting, Caller ID Name and Number, and Call Waiting ID.
- Customers are responsible for furnishing their own equipment, which would include the functionality necessary to execute the features of Call Waiting ID Options.
- Customers wishing to route new calls to a voice mailbox must also subscribe to voice mail and the appropriate call forwarding service.

M. Caller ID enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)**5.3 Optional Calling Features (Cont'd.)****5.3.1 Feature Descriptions (Cont'd.)****M. Caller ID (Cont'd.)**

When a Caller ID is activated on a customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, to only the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call. Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

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

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)

5.3 Optional Calling Features (Cont'd.)**5.3.1 Feature Descriptions (Cont'd.)****M. Caller ID (Cont'd.)**

Any customer subscribing to Caller ID will be responsible for the provision of a display device, which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

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

- N. Auto Redial** permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked 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. This feature is also available on a Per Use Basis. Instead of paying a monthly rate, the customer will be charged for each activation (up to a maximum amount per billing cycle).

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)

5.3 Optional Calling Features (Cont'd.)

5.3.1 Feature Descriptions (Cont'd.)

- O. Call Forward Busy & Call Forward No Answer** automatically redirects all incoming calls to another telephone number or to Voice Mail when the line is not answered within a specified amount of time or rings, or when a busy condition is encountered. This feature is fixed and the Company must be contacted to change the forwarded to number.
- P. Priority Call** provides the customer with a distinctive ring or Call Waiting tone (if the customer has subscribed to Call Waiting) when the customer is called from selected and programmed telephone numbers. The customer is responsible for programming and maintaining the telephone number screening list by dialing a feature code.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)**5.3 Optional Calling Features (Cont'd.)****5.3.1 Feature Descriptions (Cont'd.)**

- Q. Simultaneous Call Forwarding** provides the customers that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming calls simultaneously to another telephone number designated by the customer. The Simultaneous Call Forwarding customer must subscribe to sufficient facilities to adequately handle the forwarded calls without impairing any services offered by the company. The Simultaneous Call Forwarding customer is responsible for the payment of toll charges for each call between the Simultaneous Call Forwarding equipped telephone line and the line to which the call is being forwarded.
- R. Personalized Ring** - 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 three additional numbers assigned to a single line. 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.
- S. Selective Call Forwarding** permits the end-user to automatically forward to another number, calls received from other 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 features screening list.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)

5.3 Optional Calling Features (Cont'd.)**5.3.1 Feature Descriptions (Cont'd.)**

- T. Call Announcer** gives the customers options on how to handle incoming calls that have been identified as either anonymous, out of area, unavailable or private, before their phone rings. These calls are intercepted and a recording is played informing the caller that the number they have dialed does not accept calls from unidentified telephone numbers. At the tone, the caller will be asked to record their name or the company that they represent. If the caller complies, the call will be completed. If the caller chooses not to comply, the call will be disconnected.

After the caller identifies who they are, the customer's telephone will ring and their Caller ID equipment will register a "Call Announcer" message to indicate they are receiving a screened call. The customer will then hear a recording of the caller's name (or the name of the company they represent). After the caller is identified, the customer may elect one of the following options":

1. Accept the call.
2. Decline the call by sending the caller to a pre-recorded announcement.
3. Decline a sales/telemarketing call by sending the caller to a pre-recorded announcement which requests that the solicitors remove the customer's name from their lists and not call again.
4. Send the caller to Voice Mail.

If no action is taken, the call will be directly forwarded to Voice Mail. If the customer does not have voice mail, then Call Announcer will intercept the call after the sixth ring and advise the caller that the customer is unavailable.

This service is subject to the following conditions:

- a. The customer must subscribe to Calling Name and Number Delivery.
- b. The customer's line must be equipped with touch-tone.
- c. Call Announcer and Anonymous Call Rejection cannot both work on the same line.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)**5.3 Optional Calling Features (Cont'd.)****5.3.1 Feature Descriptions (Cont'd.)**

U. **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.

V. **Custom Calling Package**

The Custom Calling Package includes the following optional calling features:

- Caller ID (name & number)
- Call Waiting/Cancel Call Waiting
- Call Forwarding
- Speed Call 8
- Remote Access to Call Forwarding
- Anonymous Call Rejection
- Auto Redial
- 3-Way Calling
- Call Return
- Call Waiting ID/Call Waiting ID Options

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)

5.4 Listing Services

For each Customer of Company-provided exchange service, the Company shall list the Customer's main billing telephone number in the directory 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.

5.4.1 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.

5.4.2 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.

5.5 Directory Assistance

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

5.6 Operator Services

Provides for live or automated operator treatment. Operator services can be used to help the Customer route or bill a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)

5.7 Direct Inward Dial

- A. Direct Inward Dialing (DID) permits incoming dialed calls from the exchange network to reach a special number within a customer system without the assistance of an attendant.
- B. This service is subject to the availability of existing equipment and facilities. Construction charges will apply if additional equipment or facilities are required in the Central Office to provide this service. When equipment or service for a special type is required and provided, rates and charges based on the additional costs involved to meet the requirements of each case shall apply.
- C. Digital Central Offices — The Telephone Company assigns station numbers for DID in blocks of 20 numbers in all digital central offices.
- D. Customers to DID shall be responsible for the mechanical or manual interception of calls placed to station lines or numbers not connected for service.
- E. The rates and charges specified are in addition to the applicable trunk rate or other rates and charges for other services or facilities with which this service is associated. It is the customer's responsibility to ensure that the CPE selected is compatible to operate with DID service.

5.8 PBX Trunk Service

PBX Trunk Service is an analog, analog DID, digital, or digital DID facility provided on a per DS-0 channel basis. PBX Trunk Service is intended for use with most PBXs and some key systems.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (Cont'd.)

5.9 Miscellaneous Services**5.9.1 900 & 976 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. No charge applies to Pay Per Call Blocking ordered within 90 days of initiating service. A nominal charge applies to subsequent orders to initiate or deactivate Pay Per Call Blocking or Unblocking.

5.9.2 Presubscription Services

This service provides for the presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carriers selected by the Customer. See Section 9 of this tariff.

5.10 Vanity Telephone Numbers

At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions under Section 2.1.3 H.

5.11 ISDN PRI Service

ISDN PRI Service provides access to and from the Public Switched Telephone Network for circuit-switched voice (CSV) and circuit switched data (CSD) communications. ISDN PRI Service is provided using Integrated Services Digital Network (ISDN) architecture. ISDN services available with ISDN PRI Service use Primary Rate Interface (PRI) technology. ISDN PRI Service employs a 1.544 Mbps facility typically divided into 23 B channels and 1 D channel. B channels are used for voice and data communications while the D channel provides out-of-band signaling. These services are subject to availability of facilities and equipment.

SECTION 6.0 - LOCAL SERVICES PRICE LIST

6.1 Standard Local Service

Recurring charges for Standard Local Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Standard Local Service, per line: **Residential** \$10.95
Non-recurring Charge \$45.00

Standard Local Service, per line: **Business:**

Monthly Rate Month to Month	Monthly Rate 1 Year Term	Monthly Rate 2 Year Term	Monthly Rate 3 Year Term
\$26.95	\$24.95	\$22.90	\$20.25

Non-Recurring Charge \$50.00

Small Office/Home Office Business Service

Business service is provided for qualifying Small Office/Home Office (SOHO) business customers.¹

Monthly Rate Month to Month	Monthly Rate 1 Year Term	Monthly Rate 2 Year Term	Monthly Rate 3 Year Term
\$22.95	\$19.95	\$17.95	\$14.95

Non-Recurring Charge \$50.00

¹ Customers may qualify for SOHO service in cases where service is installed in locations where service is typically considered residential.

SECTION 6.0 - LOCAL SERVICES PRICE LIST (Cont'd.)

6.2 Optional Pricing Plans

RESIDENTIAL

Reserved for Future Use

BUSINESS

Reserved for Future Use

SECTION 6.0 - LOCAL SERVICES PRICE LIST (Cont'd.)

6.3 Optional Calling Features

The features in this section are made available on an individual basis or as part of a multiple feature package. 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 uses in some cases.

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 that will have access to the feature.

		Monthly Rate		Non-Recurring Charge	
		Res.	Bus.	Res.	Bus.
1.	Call Forwarding	\$2.00	\$4.00	\$6.00	\$14.00
2.	Call Announcer	\$2.00	\$3.00	\$6.00	\$14.00
3.	Remote Access to Call Forwarding	\$1.00	\$2.00	\$6.00	\$14.00
4.	Selective Call Forwarding	\$2.00	\$3.00	\$6.00	\$14.00
5.	Call Waiting/Cancel Call Waiting	\$3.00	\$5.00	\$6.00	\$14.00
6.	Personalized Ring	\$4.00	\$5.00	\$6.00	\$14.00
7.	Priority Call	\$2.00	\$3.00	\$6.00	\$14.00
8.	Three-Way Call	\$2.00	\$3.00	\$6.00	\$14.00
9.	Speed Calling				
	8 Number Code	\$2.00	\$3.00	\$6.00	\$14.00
	30 Number Code	\$2.50	\$2.50	\$6.00	\$14.00
10.	Call Return	\$2.00	\$3.00	\$6.00	\$14.00
	Per Activation (a)	\$0.50	\$0.50		
11.	Auto Redial	\$2.00	\$3.00	\$6.00	\$14.00
	Per Activation (a)	\$0.50	\$0.50		

(a) Maximum charge per billing cycle = \$4.00

SECTION 6.0 - LOCAL SERVICES PRICE LIST (Cont'd.)**6.3 Optional Calling Features (Cont'd.)**

Optional Calling Features		<u>Monthly Rate</u>		<u>Non-Recurring Charge</u>	
		<u>Res.</u>	<u>Bus.</u>	<u>Res.</u>	<u>Bus.</u>
12.	Call Forward Busy	\$1.00	\$2.50	\$15.00	\$15.00
13.	Call Forward No Answer	\$1.00	\$2.50	\$15.00	\$15.00
14.	Caller ID (Name & Number)	\$3.00	\$5.00	\$6.00	\$14.00
15.	Anonymous Call Rejection	\$1.50	\$2.00	\$6.00	\$14.00
16.	Call Trace	*\$5.00	*\$5.00		
17.	Call Waiting ID with Options	\$1.00	\$3.00	\$6.00	\$14.00
18.	Call Blocker	\$2.00	\$3.00	\$6.00	\$14.00
19.	Simultaneous Call Forwarding	\$4.00	\$4.00	\$6.00	\$14.00
20.	"Top Ten" Optional Feature Package	\$14.95	\$18.95	\$6.00	\$14.00
21.	"Top Five" Optional Feature Package	\$8.95	\$15.95	\$6.00	\$14.00
22.	"Top Three" Optional Feature Package	\$5.95	\$10.95	\$6.00	\$14.00
23.	Call Transfer Disconnect	N/A	\$15.00	N/A	\$14.00
24.	Call Forward Busy and No Answer	\$1.00	\$4.00	\$15.00	\$15.00

Note: Other discounts may apply to the Optional Calling Features

"Top Ten" Optional Feature Package includes = Caller ID (Name & Number), Call Waiting/Cancel Call Waiting, Call Forwarding, Speed Call 8, Remote Access to Call Forwarding, Anonymous Call Rejection, Auto Redial, 3-Way Calling, Call Return & Call Waiting ID/Call Waiting ID Options

"Business Top Five" Optional Feature Package includes = Caller ID (Name & Number), Call Forwarding, Speed Call 8, Remote Access to Call Forwarding & Auto Redial

"Business Top Three" Optional Feature Package includes = Caller ID (Name & Number), Call Waiting & 3-Way Calling

"Residential Top Five" Optional Feature Package includes = Caller ID (Name & Number), Call Waiting/Cancel Call Waiting, Speed Call 8, Call Waiting ID & 3-Way Calling

"Residential Top Three" Optional Feature Package includes = Caller ID (Name & Number), Call Waiting/Cancel Call Waiting & Call Waiting ID

* Per Successful Activation

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SECTION 6.0 - LOCAL SERVICES PRICE LIST (Cont'd.)

6.4 Direct Inward Dial (DID)

	Monthly Rate	NRC
DID — First 10 DID numbers assigned (NDZ)	\$3.00	\$25.00
Each additional 10 DID numbers assigned over the initial block of numbers (NDA)	\$3.00	\$25.00
DID — First 100 DID numbers assigned (NEB)	\$20.00	\$25.00
- Each additional 100 DID numbers assigned over the initial block of 100 numbers (NEC)	\$20.00	\$25.00
Number Removal (per DID)	N/A	\$10.00
DID Trunk Termination		
- with Dial Pulse (DP) Signaling per trunk (NDT)	\$20.00	\$14.00
- with Multi-Frequency (MF) Signaling per trunk (NTP)	\$20.00	\$14.00
- with Dual Tone Multi-Frequency (DTMF) Signaling per trunk (NMD)	\$20.00	\$14.00

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SECTION 6.0 - LOCAL SERVICES PRICE LIST (Cont'd.)

6.5 Trunk Service

Monthly
Charges

NRC

6.5.1 PBX Trunks

The Company Calling Area
(Principal Calling Area, Tier 1, Tier 2)

\$25.00

\$50.00

6.5.2 DID/DOD/AIOD Trunks

The Company Calling Area (Principal Calling Area, Tier 1, Tier 2)	Month to Month Contract	12 Month Contract	24 Month Contract
Per Trunk	\$25.00	\$24.00	\$23.00
(Minimum of 17 channels)			

NRC per Order: \$50.00

6.6 Other Charges**6.6.1 Vanity Telephone Numbers**

The following charges will apply for Vanity Telephone Numbers:

Nonrecurring
Charge

Vanity Telephone Number

\$25.00

6.6.2 ISDN PRI Service

ISDN PRI services are subject to availability of facilities and equipment, and rates may be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Copies of such contracts, as required, will be submitted to the Kansas Corporation Commission pursuant to Commission rules.

SECTION 6.0 - LOCAL SERVICES PRICE LIST (Cont'd.)

6.7 Business Line 800 Pricing

	Month to Month Contract	12 Month Contract	24 Month Contract	36 Month Contract
Monthly Recurring Rate (per line)	\$5.00	\$5.00	\$5.00	\$5.00
IntraState Rate (per minute)	\$0.13	\$0.12	\$0.11	\$0.10
InterState Rate (per minute)	\$0.07	\$0.065	\$0.06	\$0.055
Non Recurring Charge (per line)	\$14.00	\$14.00	\$14.00	\$14.00

6.8 Hunting Line Services – Business

These services are available to customers where facilities exist.

- A. Rotary Hunt:** This feature hunts for the first idle line within a prearranged group beginning with the line called and proceeds sequentially through the identified lines until an idle line is found or the last line within the assigned group is reached. Unless the first line is called, only a portion of the group is hunted. If all lines are busy, the caller receives a busy signal.
- B. Circle Hunt:** This feature permits a complete hunt over all the lines in a prearranged group. If no idle line is encountered, the hunt will continue until it reaches the line that was originally called.

	Monthly Rate	Installation Charge
Rotary Hunting	\$1.75	\$14.00
Circle Hunting	\$2.00	\$14.00

SECTION 6.0 - LOCAL SERVICES PRICE LIST (Cont'd.)

6.9 Telecommunications Service Priority System

The priority provisioning and restoration of services offered under this local services tariff relative to the National Security Emergency Preparedness (NSEP) Telecommunications Service Priority (TSP) System are pursuant to the regulations and rates as set forth in the Company's Access Service Tariff.

For application in this local services tariff, the regulations, rates, and charges are interpreted to apply on a "per request, per line/trunk" basis.

SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

7.1 Directory Listings

7.1.1 General

The following rules apply to standard listings in lightface 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 may use abbreviations in listings. The Company 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 will not be accepted as a listing unless the Customer is legally doing business under that name.

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

7.1.2 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.

7.1.3 Free Listings

One listing for each individual line service, auxiliary line or PBX system is provided at no additional charge to the Customer.

SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Cont'd.)

7.1.4 Rates for Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided under Section 7.1.3.

Type of Listing	Monthly Charge
- Each Additional Listing	\$0.50
- First Line	\$0.50
- Night, Sundays & Holidays	\$0.50
- Listings Indented under calling instructions	\$0.50
- Alternate Listings	\$0.50

There is a **\$5.00 Non-Recurring Charge** for the above Additional & Alternate listings.

These rates pertain to customers who establish new service or to existing customers who add or change their nights, Sundays, or holidays' listings or listings indented under calling instructions.

SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Cont'd.)**7.2 Non-published Service****7.2.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's directory assistance records.

7.2.2 Regulations

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

The Company will complete calls to a nonpublished 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 gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to another party. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonpublished service.

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

7.2.3 Rates and Charges

There is a monthly charge for each non-published service. This charges 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.

	<u>Monthly</u>	<u>NRC</u>
Non-published service charge	\$2.00	\$5.00

SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Cont'd.)

7.3 Non-listed Service**7.3.1 General**

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

7.3.2 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 gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

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

7.3.3 Rates and Charges

There is a monthly charge for each non-listed service. This charges 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 if the service is installed for a temporary period.

	<u>Monthly</u>	<u>NRC</u>
Non-listed service charge	\$2.00	\$5.00

SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (Cont'd.)**7.4 Directory Assistance Services****7.4.1 Directory Assistance**

A directory assistance charge applies per directory assistance call. The Customer may make two 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	\$0.50
Each national directory assistance call	\$0.75
Directory Assistance Call Completion	\$0.30

SECTION 8.0 - LOCAL OPERATOR SERVICES

8.1 General

The Company's Local Operator Assisted Calling is available for use by presubscribed customers as well as transient end users served from aggregated locations. Calls are billed in one-minute increments, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer.

8.2 Local Operator Assisted Services

8.2.1 Operator Service Call Types

- A. **Customer Dialed Calling Card Call** charge applies in addition to local usage charges for station-to-station calls billed to an authorized calling card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B. **Operator Handled Calling Card Call** charge applies in addition to local usage charges for station-to-station calls billed to an authorized calling card and the operator dials the destination telephone number at the request of the Customer.
- C. **Person-to-Person** rates apply in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party. Charges do not apply unless the specified party or an acceptable substitute is available.
- D. **Third Number Billed** is a billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

8.2.2 Operator Dialed Surcharge

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to local usage charges and applicable operator service charges.

SECTION 8.0 - LOCAL OPERATOR SERVICES (Cont'd.)

8.1 General**8.2.3 Partially Automated Surcharge**

This charge applies to each Operator assisted Station to Station call (including those billed to calling cards) where the Customer dials the terminating number, and elects to have the operator handle billing.

8.2.4 Rates for Local Operator Services

	<u>Per call</u>
Customer Dialed Calling Card	
Semi-Automated	\$0.65
Fully Automated	\$0.35
Operator Handled Calling Card	
Non-Automated	\$1.10
Third Number Billed	
Non-Automated	\$1.10
Semi-Automated	\$0.90
Fully Automated	\$0.70
Person-to-Person (Operator Assisted)	
Non-Automated	\$2.40
Semi-Automated	\$2.00
Operator Assistance (Collect & Billed 3 rd Party)	
Non-Automated	\$1.10
Semi-Automated	\$0.90
Fully Automated	\$0.70
Sent Paid	
Non-Automated	\$1.10
Semi-Automated	\$0.90

SECTION 8.0 - LOCAL OPERATOR SERVICES (Cont'd.)

8.3 Line Status Verification and Busy Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Line Status Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Line Status Verification and Interrupt Service are furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per call</u>
Line Status Verification	\$1.20
Busy Interrupt	\$1.85
Connect to Directory Assistance	\$1.20

SECTION 8.0 - LOCAL OPERATOR SERVICES (Cont'd.)

8.4 Number Intercept Referral

At the customer's request, the Company will, for a limited number of days (see below), intercept all calls to a customer's former telephone number and give out the new number, at no charge to the customer. Upon changing the customer's telephone number, the Company will make this service known to the customer and provide this service for a limited number of days at no charge. Except for where the customer is paying for the Extended Duration, the Company has the right to reuse this number before the referral term runs out, if all available numbers are exhausted.

8.4.1 New Number Referral

Residence, per primary line, and one additional line - for 3 months	\$0.00
Business, per primary line, and one additional line - for 12 months	\$0.00

8.4.2 Second and Subsequent Additional Lines *

Residence, per line — for 3 months	\$15.00
Business, per line — for 12 months	\$20.00
Centrex/DID, per line/number — for 12 months	\$16.00
NPA 800, 900 and 975 numbers, per line — for 12 months	\$40.00

8.4.3 Extended Duration *

Residence, per line — after 3 months, per month	\$5.00
Business, per line — after 12 months, per month	\$15.00
Centrex/DID, per line/number — after 12 months, per month	\$15.00
NPA 800, 900 and 975 numbers, per line - after 12 months, per month	\$30.00

8.4.4 Split Number Referral *

Residence, per line, per month	\$15.00
Business, per line, per month	\$50.00
Centrex/DID, per line/number, per month	\$50.00
NPA 800, 900 and 975 numbers, per line, per month	\$100.00

*** A non-recurring charge may apply to these services.**

SECTION 9.0 - MISCELLANEOUS SERVICES**9.1 Carrier Presubscription****9.1.1 General**

Carrier presubscription is a procedure where a Customer designates the carrier that the Customer wants to use for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to dial 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.

9.1.2 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 selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

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

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

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

SECTION 9.0 - MISCELLANEOUS SERVICE (Cont'd.)**9.1 Carrier Presubscription****9.1.2 Presubscription Option**

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

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

9.1.3 Rules and Regulations

Customers will retain their primary interexchange carrier until they request that their dialing arrangements be changed. Customers may select either Options A, B, C, D, E or F for intraLATA presubscription.

Customers may change their selected option or presubscribed toll carrier at any time subject to charges specified in 9.1.5.

9.1.4 Presubscription Procedures

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

If a new Customer is unable to select at the time it places an order for local exchange service, the Company will direct the Customer to the local telephone directory to select a carrier. Until the Customer informs the Company of its choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, and will be required to dial a carrier access code to route all toll calls.

9.1.5 Presubscription Changes

After a Customer's initial selection of a presubscribed toll carrier, any change in the Customer's intraLATA or interLATA carriers will incur a PIC change charge under Section 4.1.

SECTION 9.0 - MISCELLANEOUS SERVICES (Cont'd.)**9.2 Link-Up America Service Connection and Lifeline Program****9.2.1 Benefits**

The Link-Up America Service Connection Program is a federally sponsored lifeline assistance program designed to make telephone service accessible to low-income residential households who are currently not on the public switched network. Through this program, the service connection charge for the initial installation of the main access line, as described in this tariff, will be discounted to the applicant at a rate of 50 percent, not to exceed \$30.00.

Lifeline service is a unique class of telephone service provided to an applicant which is designed to meet basic residential communications needs for emergency calls and for the maintenance of necessary social contacts. Eligible Residential Customers will receive a \$3.50 discount off the normal applicable tariffed rate for their local one-party flat rate or one-party measured rate service.

(These programs will only be made available where the Company will be reimbursed through the Federal Universal Service Fund and/or the Kansas Universal Service Fund.)

SECTION 9.0 - MISCELLANEOUS SERVICES (Cont'd.)

9.2 Link-Up America Service Connection and Lifeline Program

9.2.2 Eligibility Requirements

- A.** Applicant has not been claimed as a dependent for Federal Income Tax purposes, unless he or she is more than sixty years old, and
- B.** Applicant meets income requirements under criteria C or D below.
- C.** Applicant can show current participation in one of the following assistance programs to his or her local exchange company:
 - Medicaid
 - General Assistance
 - Temporary Assistance to Families
 - Food Stamps
 - Food Distribution Program (United Tribe)
 - Supplemental Security Income.

Proof of eligibility must accompany the completed application form. Proof of eligibility can be made either in person at the Local exchange company's business office or by mailing a copy of the applicant's proof of participation and enclosing that with a completed application to the local exchange company's business office.

SECTION 9.0 - MISCELLANEOUS SERVICES (Cont'd.)

9.2 Link-Up America Service Connection and Lifeline Program (Cont'd.)

9.2.2 Eligibility Requirements (Cont'd.)

- D.** Applicant can show household income level of 150 percent or less of the federal poverty level. Household income is defined as total gross income from all sources for all members of the applicant's household.

The applicant must show verification of income requirements by showing previous calendar year's completed federal tax return(s) or proof that their household income level was below the federal level necessitating they file a tax return for the previous calendar year.

Applicants who wish to qualify for Link-Up America or Lifeline on the basis of criteria D must submit the completed application and proof of income to:

Unite Private Networks, LLC d/b/a Segra
11215 N. Community House Road
Suite 1000
Charlotte, NC 28277

SECTION 9.0 - MISCELLANEOUS SERVICES (Cont'd.)**9.2 Link-Up America Service Connection and Lifeline Program (Cont'd.)****9.2.3 Eligibility Determination**

- A. In determining an applicant's eligibility, the eligibility criteria A through D listed above need to be fulfilled.
- B. Applicants will be able to self-certify criterion A
- C. The applicant's local exchange company must certify criterion C.
- D. If applicant cannot be certified under criterion C because applicant cannot demonstrate participation in at least one of the assistance programs listed above, criterion D must be certified by the Company.
- E. Reserved for Future Use

9.2.4 Credit and Collections**A. Credit Reference**

The credit verification procedures used for all applicants who apply for service with the Company will also be used for applicants who apply for service under the Link-Up America and Lifeline programs.

B. Deposits (Reserved for Future Use)**C. Collection Standards**

Once service has been established for a Link-Up America or Lifeline applicant, he or she will be expected to adhere to the same bill payment policies expected of any other Customer of the Company.

9.3 Individual Case Basis Arrangements

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly Customers on a nondiscriminatory basis.

10.0 - PROMOTIONAL OFFERINGS, VOLUME AND TERM DISCOUNTS

10.1 Special Promotions

From time to time, the Company may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to notification of the Commission.

10.2 Discounts

The Company may, from time to time as reflected in the price list, offer additional discounts based on monthly volume, monthly revenue commitment or time-of-day.

10.3 Employee Discounts

The Company will provide a 30% discount on certain items for all employees and will waive installation fees. The discount does not include Long Distance charges.

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS**11.1 Special Charges****11.1.1 Application of Special Charges**

Special charges may apply in addition to the usual service connection charges and monthly rates when the Company will incur unusual investment or expense. Special charges will apply when:

- A. conditions require or the Customer request the provision of special equipment or unusual or nonstandard methods of plant construction, installation or maintenance or a move of the Company's facilities;
- B. the Customer's location requires the use of costly private right-of-way; or
- C. the proposed service is of a temporary nature, and the plant to be placed would not be useful to the Company in the general conduct of its business after that service was discontinued.

11.1.2 Customer Requirements for Special Charges

- A. Temporary Construction - The Customer shall be charged the estimated cost of construction and removal of the plant that would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the Customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.
- B. The Company shall retain title to all plant constructed, as specified within this tariff, provided wholly or partially at the Customer's expense.
- C. When attachments are made to poles of other companies, instead of providing construction for which the Customer would be charged under the provisions of this section, the Customer shall pay the Company's cost for such attachments.

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (Cont'd.)

11.1 Special Charges (Cont'd.)

11.1.2 Customer Requirements for Special Charges

- D.** The Customer is required to pay the construction charges made by another telephone company providing facilities to connect with the facilities of the Company.

11.2 Construction on Private Property

The Company will furnish an average amount of entrance and distribution facilities, provided the facilities are of the standard type normally furnished for the particular location or kind of service.

If additional entrance or distribution facilities are required, or if conditions require special equipment, maintenance or methods of construction, if the installation is for a temporary purpose, or if for any other reason, the construction costs are excessive as compared with the revenue to be derived from the project, the applicant may be required to pay for costs over and above the costs applicable for a normal installation.

The Customer will provide the Company upon request and without charge written permission for the placement of the Company's facilities on his property

The Customer is responsible for providing satisfactory entrance to the building and space for mounting any necessary network protection equipment.

11.2.1 Temporary Service

Where plant construction is required to provide any temporary service or facility, or where it is necessary to place temporary construction in advance of permanent construction in order to meet the Customer's requirements, the Company may require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (Cont'd.)

11.2 Construction on Private Property (Cont'd.)

11.2.2 Service Provided to Movable Premises

- A.** When telephone service is provided to movable premises by means of aerial plant, the Customer shall provide a clearance pole if the Company considers it necessary. The clearance pole must comply with the Company's specifications. The Customer shall place, own and maintain the pole. However, if the Customer elects and the Company agrees, the Company will place, own and maintain the pole and bill the Customer the cost of placing the pole.
- B.** Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction to meet the Customer's requirements, the Company may require the applicant to pay the non-recoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (Cont'd.)**11.2 Construction on Private Property (Cont'd.)****11.2.3 Service to Residential and Commercial Developments**

The construction charges, allowances and provisions previously specified in this section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential or commercial real estate development which, in the Company's opinion, are of a promotional or speculative nature, the Company may require an advance payment equal to all or a portion of the costs of such construction, depending on the circumstances in each case. This advance payment will be payable prior to the start of construction.

- A. The Company and the developer may enter into a contractual agreement that provides for the periodic refund of portions of the deposit as customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone customers expected to receive service within the area and the time required to complete the project (not to exceed five years). The contract will provide that the construction charge be re-computed to reflect regular tariff allowances, design changes made by the developer, damage to telephone facilities by persons other than Company employees or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.
- B. The applicant for telephone service to a development is required to provide the Company, at his own expense, the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Company specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Company.

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (Cont'd.)**11.2 Construction on Private Property (Cont'd.)****11.2.4 Underground Service Connections**

When a Customer requests that underground service connections be installed instead of aerial facilities which would ordinarily be used, or when aerial facilities are used to provide service, and the Customer subsequently requests that facilities be placed underground, the following regulations apply:

- A.** the Customer shall pay the cost of constructing and maintaining underground conduits which will be built according to Company specifications;
- B.** any ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use;
- C.** if a Customer requests that cable be installed in a trench, the trench shall be constructed and back filled under the Company's supervision at the Customer's expense;
- D.** the Company will maintain and replace cable installed in conduit where the Company has inspected and approved the conduit. The Company will repair or replace cable in conduit or trench necessitated by damage caused by the Customer or his representatives, only at the Customer's expense; and
- E.** the Company may replace existing aerial facilities with underground facilities in connection with planned projects or during its normal operations. If a Customer requests the removal and replacement of existing aerial facilities with underground facilities prior to the time of normal replacement, the Customer will be responsible for the expense incurred by the Company in making the replacement.

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (Cont'd.)**11.3 Special Service Arrangements****11.3.1 General**

- A. If a Customer's requirements cannot be met by regular service arrangements, the Company will provide, where practical, special service arrangements at charges equal to the estimated cost of furnishing such facilities. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.
- B. If any type of qualifying special assembly device is subscribed to by more than three customers, the Company shall file the offering as a general service offering in the appropriate tariff section.

11.3.2 Rates

- A. Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangements.
- B. Estimated costs, which consist of an estimate of the total cost to the Company of providing the special service arrangement, may include, but are not limited to the following:
 - 1. cost of maintenance;
 - 2. cost of operation;
 - 3. depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on anticipated useful service life less estimated net salvage value;
 - 4. general administration expenses, including taxes on the basis of average charges for these items;
 - 5. any other item of expense associated with the particular special service arrangement; and

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (Cont'd.)

11.3 Special Service Arrangements (Cont'd.)

11.3.2 Rates (Cont'd.)

B. (Cont'd.)

6. an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment.

- C. The estimated installed cost described above will include the costs of equipment and materials provided or used, plus estimated labor costs, including the cost of installation, engineering, supervision, transportation, rights-of-way, in addition to other items chargeable to the capital accounts.

- D. Special service arrangement rates are subject to revision depending on changing costs.

- E. If and when a special service arrangement becomes a tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

- F. The rates for special service arrangements may be monthly rental or termination agreement with or without an installation charge; or an installation charge on.

12.0 - CENTREX SERVICES AND RATES

12.1 General

- 12.1.1** Centrex Service is a local exchange telecommunications service available only to customers served from suitably equipped central offices. It is a central office based service arrangement that consists of host central office interface equipment and software located on Company premises. This service provides local exchange access, interexchange access, intragroup communication and Centrex feature packages as set forth in Section 12.1.4. A Centrex group may not be provided for stand-alone service only. And, the Company must provide access to the Exchange Network.
- 12.1.2** Any remote units, network interface devices and all system cabling used in association with Centrex Service are provided by and remain the property of the Company.
- 12.1.3** Centrex Service will be provided under this tariff for a minimum of two (2) Centrex lines up to a maximum of twenty-five (25) Centrex lines at rates set forth in Section 12.5. Centrex Custom Service will be provided for over 25 lines as set forth in Section 12.7.
- 12.1.4** In addition to Basic Centrex Service, the Bronze, Silver and Gold optional feature packages are available and described below.

A. Basic Service (included with all Centrex lines at no additional charge):

Group Features: Direct Inward Dialing; Direct Outward Dialing; Station-to-Station Calling; Individualized Dialing Plans; Semi-Restricted and Fully Restricted Classes of Service, and Touchtone service.

Station Features: Individual Telephone Number; Three-Way Calling; Distinctive Ringing (Internal/External) Consultation Hold; Call Hold, Call Forward Busy; Call Forward No Answer; Caller ID Blocking per Call, and Hunt Groups.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)

12.1 General (Cont'd.)

12.1.4 (Cont'd.)

B. Bronze Package:

Group Features: Includes all Basic package features plus Group Speed Call 30, and Flexible Night Answer.

Station Features: Includes all Basic package features plus Call Forwarding, Call Forwarding — Within Group; Group Call Pick Up; After Hours Call Pick Up; Terminating Call Waiting; Originating Call Waiting; Cancel Call Waiting; Call Transfer — All Calls; Call Transfer — Internal Only; Call Transfer — Outside; Deny International Call Transfer; Last Number Redial, Speed Call 8 (Station), Remote Call Forwarding, and Ring Again — Station to Station.

C. Silver Package:

Group Features: Includes all Bronze package features plus Authorization Codes and Account Codes.

Station Features: Includes all Bronze package features plus Speed Call 30 (Station); Call Park; Remote Access to Call Forwarding; Calling Number Delivery; Calling Name Delivery, and Direct Connect

D. Gold Package:

Group Features: Includes all Silver package features plus Uniform Call Distribution; Ring Back Queuing, and Automatic Route Selection

Station Features: Includes all Silver package features plus Call Waiting ID; Priority Call, Auto Redial — Outside Group; Customer Originated Trace; Off Hook Queuing, and Call Return — Outside Group.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.1 General (Cont'd.)****12.1.4 (Cont'd.)****E. Optional Features:**

Personalized Ringing; Six-Way Conference Calling; Music on Hold; Paging Access; T1 Access; Recorded Announcement Access, and Tie Line Access, and Supplemental Calling Plan Access.

12.2 Definition of Features**12.2.1 Basic Service includes the following features:****A. Group Features:**

- 1. Direct Inward Dialing** — This feature allows incoming calls from the exchange network to reach a specific station without attendant assistance.
- 2. Direct Outward Dialing** — This feature allows station users to place external calls to the exchange network without attendant assistance.
- 3. Station-to-Station Calling** - This feature allows station users to call each other using abbreviated dialing.
- 4. Individualized Dialing Plans** — This feature allows the customer to select the codes needed to access line and trunk facilities such as local or long distance.
- 5. Semi-Restricted and Fully Restricted Classes of Service** — This feature assigns each station a class of service that defines its calling privileges and any features restricted from its use.
- 6. Touchtone service** — This feature equips all station lines for touch-tone dialing.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.2 Definition of Features (Cont'd.)****12.2.1 Basic Service includes the following features (Cont'd.)****B. Station Features:**

- 1. Individual Telephone Number** — Each station is assigned its own unique telephone number.
- 2. Distinctive Ringing (Internal/External)** — This feature permits a station user to determine by the cadence of the ringing, whether a call is originating internally or externally.
- 3. Consultation Hold** - This feature allows the initiator of a three-way call or transfer to speak privately with the third party before completing the connection.
- 4. Call Hold** - This feature allows a station user to place a call in progress on hold without having a hold button on the telephone.
- 5. Call Forward Busy** — This feature automatically redirects incoming calls to a designated telephone number or to Voice Mail when the line is busy. This feature is fixed and the Company must be contacted to change the forwarded to number.
- 6. Call Forward No Answer** — This feature automatically redirects all calls to another telephone number or to Voice Mail when the telephone is not answered within a specified amount of time or rings. This feature is fixed and the Company must be contacted to change the forwarded to number.
- 7. Caller ID Blocking per Call** — This feature allows selection, on a call-by-call basis, whether or not to have the name and number suppressed on the called party's telephone or call display unit.
- 8. Hunt Groups** — This feature offers options for distribution of calls in a group of lines.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.2 Definition of Features (Cont'd.)**

The Bronze, Silver and Gold feature packages are offered at rates as shown in Section 12.5.2.B. Feature capabilities may vary depending on the type of customer provided equipment. Following are feature series and associated definitions:

12.2.2 Bronze Package (the features below are in addition to the features in Basic Service):**A. Group Features:**

1. **Group Speed Call 30** — This feature allows members of a customer business group to share a common speed call list of 30 members.
2. **Flexible Night Answer** — This feature routes calls normally directed to a central answering point to pre-selected station lines within the group when the attendant is absent or after hours.

B. Station Features

1. **Call Forwarding** — This feature allows the station user to redirect all incoming calls to another telephone number within or outside the system.
2. **Call Forwarding — Within Group** — This feature restricts a station user to only forwarding calls to a station within the group.
3. **Group Call Pick Up** — This feature permits a station user to dial a code to answer a call that is ringing at another station within the call pickup group.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.2 Definition of Features (Cont'd.)****12.2.2 Bronze Package (the features below are in addition to the features in Basic Service) (Cont'd.):****B. Station Features (Cont'd.)**

- 4. After Hours Call Pick Up** — This feature permits a station user to dial the afterhours code to pick up calls outside of the assigned call pickup group.
- 5. Terminating Call Waiting** — This feature alerts the called party, with a beep, that an incoming call is waiting.
- 6. Originating Call Waiting** — This feature allows a user to send a call waiting tone to a busy station within the group.
- 7. Cancel Call Waiting** — By dialing an access code, this feature cancels Call Waiting for the duration of one call.
- 8. Call Transfer — All Calls** — This feature allows the user to conference and transfer an established call to another number inside or outside the group.
- 9. Call Transfer — Internal Only** — This feature allows the user to conference or transfer an established incoming call from outside the group to another party inside the group.
- 10. Call Transfer — Outside** — This feature allows the user to conference or transfer an established incoming call from outside the group to another number either inside or outside of the group.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.2 Definition of Features (Cont'd.)****12.2.2 Bronze Package (the features below are in addition to the features in Basic Service) (Cont'd.):****B. Station Features (Cont'd.)**

- 11. Deny International Call Transfer** — This feature denies a station the capability of transferring calls to international numbers. The switch still allows international calls to be placed. It is only when the originator attempts to transfer a call by disconnecting, that the switch will not allow such a transfer.
- 12. Last Number Redial** — This feature allows a station user to redial the last number dialed by utilizing an access code.
- 13. Speed Call 8 (Station)** — This feature allows a station user to program and list unique of eight numbers unique to that station and place a call using an access code and one digit.
- 14. Three-Way Calling** — This feature permits a station user to put one party on hold, call another party and bring all three parties together on the same call.
- 15. Ring Again — Station to Station** — This feature enables a station user when encountering a busy station to go on-hook and be called back when the busy station becomes idle.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)

12.2 Definition of Features (Cont'd.)

12.2.3 Silver Package (the features below are in addition to all of the features in the Bronze package):

A. Group Features:

- 1. Authorization Codes:** This feature allows the customer to set up codes that provide callers access to privileges associated with the authorization code from any station, rather than those associated with the station or remote location from which the call is being made.
- 2. Account Codes:** This feature enables a user to associate a particular call with a specific account code and provides customers with a mechanism for cost allocation of charges for outgoing calls.

B. Station Features:

- 1. Speed Call 30 (Station) —** This feature allows a station user to program a list of thirty numbers unique to that station and place a call using an access code and two digits.
- 2. Call Park —** This feature permits a station user to place one or more calls on hold and retrieve the call (calls) from that station or another station in the group.
- 3. Remote Access to Call Forwarding —** This feature permits a user that also subscribes to the Call Forwarding feature the ability to activate, deactivate or change the forwarded to number from any touchtone phone with an authorization code.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.2 Definition of Features (Cont'd.)****12.2.3 Silver Package (the features below are in addition to all of the features in the Bronze package) (Cont'd.):****B. Station Features: B. Station Features (Cont'd.):**

- 4. Calling Number Delivery** — This feature provides for the transmission of Calling Number Identification associated with an incoming call to the called party's access line. If the calling number is not available, the display will provide an unknown or not available indication. Calling Number Delivery subscribers must provide their own compatible premise equipment. The company assumes no liability for any incompatibility of the customer-provided display equipment.
- 5. Calling Name Delivery** — This feature provides for the transmission of Calling Name Identification associated with an incoming call to the called party's access line. If the calling name is not available, the display will provide an unknown or not available indication. Calling Name Delivery subscribers must provide their own compatible premise equipment. The company assumes no liability for any incompatibility of the customer-provided display equipment.
- 6. Direct Connect** — This service automatically dials a pre-selected number. This service is activated when the receiver is taken off-hook. No access codes or telephone numbers need to be dialed.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.2 Definition of Features (Cont'd.)****12.2.4 Gold Package (the features below are in addition to all of the features in the Silver package):****A. Group Features:**

- 1. Uniform Call Distribution** — This feature provides for call distribution in a hunt group by connecting to the one line in the designated group that has been idle the longest.
- 2. Ring Back Queuing** — This feature permits a station user with activated queuing to go on-hook and be called when the busy facility comes available.
- 3. Automatic Route Selection** — This feature provides directed routing to the preferred trunk route list. This feature also includes:
 - a. Expensive Route Warning** — This feature provides a warning tone for a route determined to be expensive for the call to be placed.
 - b. Facilities Restriction Level** — This feature allows each station and each facility access in the group to be assigned a restriction level.
 - c. Time of Day Routing** — This feature provides for route selection based on the most economical path for a particular time of day.

B. Station Features:

- 1. Call Waiting ID** — This feature allows users that receive a Call Waiting tone while on a call to see the caller's name and/or number (if available) on a display device with compatible equipment. Customer is responsible for providing compatible equipment.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.2 Definition of Features (Cont'd.)****12.2.4 Gold Package (the features below are in addition to all of the features in the Silver package) (Cont'd.):****B. Station Features (Cont'd.):**

- 2. Priority Call** — This feature allows a user to select up to fifteen (15) telephone numbers and receive a ring different from all other calls when those parties call the line.
- 3. Auto Redial — Outside Group** — This feature allows users to automatically redial a call outside of the group when that line is busy. When that line becomes free, the user is alerted with a distinctive ring signifying that the call can now be completed.
- 4. Customer Originated Trace** — This feature allows the user to immediately and automatically trace the last incoming call received from a local caller. Upon activation of this feature, the information will be provided to law enforcement agencies by the company but will not be released directly to the customer. To initiate the trace, the user must contact the company at the number provided in the voice announcement immediately after the incident. Customer Originated Trace performs the function of recording the call information but in no way identifies the person actually placing the call. By using this service, the customer agrees that The Company Connections shall not be liable for damages due to an inability to trace the call.
- 5. Off Hook Queuing** — This feature allows a user to remain off-hook and wait for an idle trunk so a call can be placed.
- 6. Call Return — Outside Group** — This feature allows a user to automatically return the last incoming call, received from outside of the group, whether it was answered or not. Upon activation of the feature, the number of the last party to call the line is given. The user is given the choice to call the number back or disregard the information. If the line is busy when the call is returned, the user may initiate Auto Redial to be notified when that line is free.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)

12.2 Definition of Features (Cont'd.)

12.2.5 Optional Features — These features can be ordered individually at the appropriate rates:

A. Optional Features

- 1. Six-Way Conference Calling** — This feature gives the user the ability to initiate a conference call with a maximum of six parties either within or outside of the group.
- 2. Music on Hold Access** — This feature provides access to a common music source for all users within the group for use with call hold, call transfer, call park and queuing features.
- 3. Paging Access** — This feature provides interface at the central office for the customer group to access the paging and/or public address system at the customer premise. The customer is responsible for providing compatible paging equipment.
- 4. T1 Access** — This feature provides access to a digital facility at the central office. Based on dialing plans, all or selected stations within the group may access the digital facilities by dialing the appropriate access code or calls may be directed via Automatic Route Selection. The customer is responsible for any additional charges for the Ti service.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)

12.2 Definition of Features (Cont'd.)

12.2.5 Optional Features¹ — These features can be ordered individually at the appropriate rates (Cont'd.):

A. Optional Features (Cont'd.)

5. **Recorded Announcement Access-** This feature routes calls to customer-provided customized announcements located at the central office.
6. **Tie Line Access** — This feature provides access at the central office to tie lines. Based on dialing plans, all or selected stations within the group may access the tie lines by dialing the appropriate access code or calls may be directed via Automatic Route Selection. The customer is responsible for any additional charges for the tie line service.

¹ The contract period for the Optional Features is based upon the initial service term agreement period for the Centrex System. Subsequent Optional Feature additions will be rated under a new service term agreement or an addendum to an existing service term agreement based upon the remaining period of the initial service term agreement.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.3 Liability of the Company**

12.3.1 The Company makes no guarantee and assumes no liability for the accuracy, performance or non-performance of the Centrex features. In the event that a customer's basic service is interrupted and remains out of service for more than twelve (12) hours after being reported to the Company. Upon request, appropriate adjustments shall be made to the customer's account. The minimum credit shall be no less than twenty-four (24) hours. The adjustment shall be the pro rata part of the month's charge for local exchange service for the period of days service was inoperative and shall be accomplished by a credit on a subsequent bill for service. The provision shall not apply when the service interruption is caused by:

- A.** The negligence or willful act of the customer.
- B.** Customer provided facilities.
- C.** Electric power failure where the customer furnishes such electric power.

12.3.2 The Company makes no guarantee and assumes no liability for resale or sharing by the customer of Centrex features and its associated facilities, including (without limitation) the failure of any person to pay the customer's or reseller's billing for any reason whatsoever, including (without limitation) denied toll calls and toll fraud.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)

12.4 Conditions

- 12.4.1** The Company will only furnish one alphabetical directory listing on a per Centrex account. Additional listings are offered subject to the provisions set forth in the tariff.
- 12.4.2** Centrex service is offered on a contractual basis commencing on the date the service is established.
- A.** The rates per Centrex line as set forth in Section 12.5 following, plus the selected package rates per line as set forth in Section 12.5 following, apply each month from the time the system is placed in service until the Centrex service is discontinued.
- 12.4.3** Upon expiration of the service term agreement, the customer may:
- A.** Continue service without establishing a new term rate. Service will then be provided at the current month-to-month rate. The monthly rate will be subject to any pricing changes as determined by the Company.
- B.** Continue service by selecting and signing a 12 or 24-month service term agreement at the then current rates. The new service term will commence on the day following the expiration of the prior service term agreement.
- C.** Discontinue the service.
- 12.4.4** If the service term agreement expires and the customer has not notified the Company regarding which option (as listed above) they elect, service will continue at the monthly rate in effect at that time for the month-to-month option.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)

12.4 Conditions (Cont'd.)

- 12.4.5** If the Centrex service is terminated by the customer prior to the completion of the initial service term agreement period, the customer is responsible for payment of a termination charge. The formula used to develop the termination charge is outlined below.
- A.** In the event of termination for Centrex service during the service term agreement period, the customer will remain liable for the balance of the service term agreement period rates adjusted to the then present worth equivalent, based upon a 12% discount rate, which shall upon any termination immediately become due and payable in its entirety.
 - B.** In the event the customer reduces the number of Centrex lines initially contracted by 20% or more, the termination liability as specified in 12.3.1A above is applicable and will be based upon initial number of lines under service term agreement.
 - C.** A Centrex customer may at any time renew the service term agreement for an equal or longer service term agreement period at the current tariff rates subject to the following conditions:
 - 1.** No credit will be given for payment made during the formerly selected period. Nonrecurring charges will not be reapplied.
 - 2.** The new service term agreement period begins with the next billing period following the renewal of the service term agreement.
 - 3.** No termination charge applies for the former service term agreement period.
- 12.4.6** Rotary dial stations will not be capable of accessing all Centrex services at set forth in 12.1.4 of this section.
- 12.4.7** **EAS, Metropolitan Calling Plans** and associated charges are applied on a per Network Access Line basis, in addition to other charges applicable to basic business lines.
- 12.4.8** This tariff covers the use of the central office, as it is equipped. When special equipment or features are provided at the request of a customer, charges may be applied in addition to those shown herein.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)

12.4 Conditions (Cont'd.)

- 12.4.9** This Tariff (including the rates and charges shown herein) for Centrex Service is subject to such changes or modifications as the Company may from time to time direct or allow in the exercise of its jurisdiction.
- 12.4.10** If Centrex Service is added to PABX or equivalent type system trunks or lines, the customer is responsible for providing premise equipment that is compatible with Centrex. The trunks or lines must be provided by the Company.
- 12.4.11** Subsequent line additions/deletions:
- A.** Subsequent line additions will be rated under a new service term agreement or an addendum to an existing service term agreement based upon the remaining period of the initial service term agreement. Existing service term agreement period rates, for lines previously contracted, remain unchanged. If the line addition results in the customer's total Centrex line count exceeding the threshold of the line group previously contracted, only the quantity of additional lines in excess of the threshold will be billed at the rate for the larger group. The customer does have the option of renewing the service term agreement with the additional lines as outlined in 12.4.5.C. Appropriate Service Charges apply to installation of subsequent line additions.
 - B.** Subsequent line deletions resulting in reductions equal to or exceeding 20% of the initial lines under service term agreement will be treated as set forth in 12.4.5.B preceding. If the reduction causes the total number of lines to fall within a different line group, all remaining lines will be billed at rates according to the associated line group as set forth in 12.5.1 following.
- 12.4.12** If a customer requests an upgrade of an existing feature package (i.e. from Basic to Bronze, Bronze to Silver, Silver to Gold), the existing service term agreement rate will be changed to reflect the appropriate rate applicable to the new feature package. The new service term agreement rate will apply for the duration of the existing service term agreement period. Nonrecurring charges will apply.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)

12.4 Conditions (Cont'd.)

12.4.13 If a customer chooses to combine Centrex Service stations terminating at different locations into a single Centrex Service system then all stations must be served by the Company.

12.4.14 Certain Feature capabilities as shown under Section 12.4.5 may not be compatible with other packages or optional features.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.5 Rates and Charges****12.5.1 Centrex Line Rates**

- A. The total number of Centrex lines initially installed determines the Centrex line rates. For example, if a customer requests 17 lines, all 17 lines will be billed at the 11— 25 group line rate.
- B. The following rates apply during the contact period and until the service is discontinued.² All features of Basic Service as outlined in 12.1.4.A are inclusive in the line rate pricing below.

Month-to-Month Service Term Agreement	Monthly Per Line Rate
2 — 5 lines	\$ 15.00
6 — 10 lines	\$ 12.50
11 — 25 lines	\$ 10.00
12-month Service Term Agreement	
2 — 5 lines	\$ 13.50
6 — 10 lines	\$ 11.00
11 — 25 lines	\$ 8.50
24-month Service Term Agreement	
2 — 5 lines	\$ 12.25
6 — 10 lines	\$ 9.75
11 — 25 lines	\$ 7.50
36-month Service Term Agreement	
2 — 5 lines	\$ 11.00
6 — 10 lines	\$ 8.50
11 — 25 lines	\$ 6.50

² In addition to the service term agreement line rates, network access line charges and feature package rates apply as shown following.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)

12.5 Rates and Charges: (Cont'd.)

12.5.2 In addition to the service term agreement rates as set forth in Section 12.5, the following rates and charges may apply to the Centrex service.

A. Network Access Line³:	Per Access Line
	\$15.00
B. Centrex Packages⁴	Monthly Rate per Line
Bronze Package	\$ 3.00
Silver Package	\$ 5.00
Gold Package	\$ 10.00
C. Optional Features	Monthly Rate
Music on Hold - Analog (per system)	\$ 7.50
Music on Hold - Digital (per system)	\$ 10.00
Six-Way Conference Calling (per line)	\$ 10.00
Paging Access (per system)	\$ 5.00
T1 Access (per system)	\$ 50.00
Recorded Announcement (per system)	\$ 10.00
Tie Line Access (per system)	\$ 7.50
D. Appropriate service order charges set forth in Section E of this section apply to installation and any subsequent changes to the system.	

³ The Network Access Line provides the Centrex group access to the switched network. Each customer group is required to have at least two (2) Network Access lines. Each Network Access Line is subject to EAS, Metropolitan Calling Plans, LNP charges, 911 charges, relay charges and end line subscriber charges in addition to charge shown above.

⁴ This rate applies to every line in the group that has some or all of the features in the package.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.6 Installation and Subsequent Service Order Charges:****12.6.1 Installation Charges:**

	Nonrecurring Charge
A. New Jack Installation:	\$ 30.00
B. Move Existing Jack:	\$ 20.00
C. Other services outside of jack work: (per hour)	\$ 28.00

12.6.2 Service Order and Programming Charges⁵:

	Nonrecurring Charge
A. Group Programming (initial setup):	\$100.00
B. Service Order and Programming Charge-first line:	\$ 25.00
C. Programming Charge for Subsequent Lines on initial service order:	\$ 5.00
D. Add Orders:	\$ 15.00
E. Programming charge for new lines on subsequent service order:	\$ 5.00
F. Change order for programming:	\$ 10.00
G. Programming charge for subsequent lines on change order:	\$ 5.00

⁵ Initial installation and service order charges may be paid over a three (3) month period.

12.0 - CENTREX SERVICES AND RATES (Cont'd.)**12.7 Custom Service Plan**

- 12.7.1** Centrex Custom Service arrangements may be provided via utilization of existing Company facilities and equipment, construction of new facilities and the purchase of new office equipment or any combination thereof. These arrangements will be provided only when, in the judgment of the Company, it is practical and will not be detrimental to any other service furnished by the Company. Centrex Custom Service arrangements are available to customers with more than 25 lines.
- 12.7.2** Centrex Custom Service arrangements will be provided pursuant to the terms and conditions as set forth in Sections 12.5 and 12.6 preceding. Installation and monthly pricing for Centrex Custom Service customers will be determined on an individual case basis. Customer specific requirements and pricing will be set forth in the Centrex Custom Service agreement. All Centrex Custom Service customers will be required to sign a custom service term agreement developed specifically for that customer's needs.
- 12.7.3** Rates for Centrex Custom Service will be based on the incremental costs, contribution level, payment plan, and service term agreement option selected. These factors will vary with each Centrex Custom Service arrangement and will, therefore, reflect varying rates for individual arrangements.
- 12.7.4** The method of payment will be specified in the Centrex Custom Service agreement.

12.8 Construction Charges

- 12.8.1** Construction charges may be applied in those cases where customers request services in excess of that which is normally provided and contemplated under the rates quoted in the Local Exchange Tariff.

13.0 - CALL RESTRICTION SERVICES**13.1 Call Screening Services**

13.1.1 Call Screening Services are available to all classes of business and residential customers where facilities exist. These services prevent the billing of incoming collect and/or third number billed calls to a customer's telephone number.

13.1.2 The Company makes no guarantee and assumes no liability for the accuracy of Call Screening Service. The customer agrees fully and completely to indemnify and save harmless the Company, its successors and assigns, from and against any and every claim, loss, damage, suit or liability arising out of the furnishing or failure to furnish Call Screening Service.

13.1.3 Rates and Charges

A. The following rates and charges apply to the provisioning of Call Screening Services and are in addition to all other applicable charges.

	Monthly Rate (per line)		Service Order Charge	
	Res	Bus	Res	Bus
Collect Call Block	\$3.00	\$5.00	\$6.00	\$14.00
Third Number Block	\$3.00	\$5.00	\$6.00	\$14.00
Collect Call & Third Number Block	\$3.00	\$5.00	\$6.00	\$14.00

13.0 - CALL RESTRICTION SERVICES (Cont'd.)

13.2 Toll Blocking

13.2.1 Toll Blocking Service restricts direct dialed one plus (1+), International (011+), zero plus (0+), or zero minus (0-), and/or directory assistance (1411, 1-555-1212, 1-XXX-555-1212). Calls to 800 numbers will not be blocked (1+800-XXX-XXXX).

13.2.2 Toll Blocking Service is available to business and residential individual line customers where facilities exist. This service will not be provided on trunks or Centrex lines.

13.2.3 The Company makes no guarantee and assumes no liability for the accuracy of Toll Blocking Service. The customer agrees fully and completely to indemnify and save harmless the Company, its successors and assigns, from and against any and every claim, loss, damage, suit or liability arising out of the furnishing or failure to furnish Toll Blocking Service.

13.2.4 Rates and Charges

A. Two Toll Blocking Services are available. The following rates and charges apply to the provisioning of Toll Blocking Services and are in addition to all other applicable charges.

- 1.** Toll Restriction 1: Restricts any direct dialed one plus (1+), International (011+), and Directory Assistance (1411, 1-555-1212, 1-XXX-555-1212). This option also allows outgoing toll calls to be charged to a credit card, third party number, or collect to the number called.
- 2.** Toll Restriction 2: Restricts any direct dialed one plus (1+), International (011+), Directory Assistance (1411, 1 -555-1212,1-XXX-555 -1212), and any local or long distance zero plus (0+).

	Monthly Rate (per line)		Service Order Charge	
	Res	Bus	Res	Bus
Toll Restriction 1	\$3.00	\$5.00	\$6.00	\$14.00
Toll Restriction 2	\$3.00	\$5.00	\$6.00	\$14.00

13.0 - CALL RESTRICTION SERVICES (Cont'd.)

13.3 Total Call Restriction

13.3.1 Total Call Restriction is offered to residential and business individual line customers. It is an optional service available to hospitals, motels, and other businesses and institutions on a per line basis, where facilities exist. The service is offered to provide customers with a choice of originating restriction options. The service provides information that will allow the restriction of originating operator-handled toll calls to be billed outgoing to a credit card, a third number or collect to the number called. This service offering does not include Centrex lines.

- A.** The customer will specify at the time of the order the restriction(s) desired. The customer may specify any of the following to restrict the billing of outgoing toll calls to:
- Credit Card
 - Third Number
 - Collect to the number called
- B.** This service provides for information designating the customer's line as having a requirement for special billing and defines the requirements for the operator.
- C.** The Company makes no guarantee and assumes no liability for the accuracy of Total Call Restriction for calls outside of the Company calling area. The customer agrees fully and completely to indemnify and save harmless the Company, it's successors and assigns, from and against any and every claim, loss, damage, suit or liability arising out of the furnishing or failure to furnish Total Call Restriction.
- D.** Rates and Charges

	Monthly Rate (per line)		Service Order Charge	
	<u>Res</u>	<u>Bus</u>	<u>Res</u>	<u>Bus</u>
Total Call Restriction	\$3.00	\$5.00	\$6.00	\$14.00

Attachment B

Kansas Tariff No. 5 – Access Services

UNITE PRIVATE NETWORKS, LLC d/b/a SEGRA

RATES, RULES AND REGULATIONS

APPLYING TO THE PROVISION OF ACCESS

SERVICES FOR CONNECTION TO INTRASTATE

COMMUNICATIONS FACILITIES FOR INTRASTATE

CUSTOMERS WITHIN THE OPERATING

TERRITORY OF

KANSAS

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SYMBOLS USED IN THIS TARIFF

Following are the only symbols used for the purposes indicated below:

- C - To signify changed listing, rule, or condition which may affect rates or charges.
- D - To signify discontinued material, including listing, rate, rule or condition.
- I - To signify an increase to a rate.
- L - To signify material relocated from or to another part of the tariff schedule with no change in text, rate, rules or condition.
- N - To signify new materials including listings, rate, rule or condition.
- R - To signify a reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

REFERENCE TO OTHER TARIFFS

Whenever a reference is made within this Tariff to other tariffs of the Company or to tariffs of other entities, the reference is to the Tariff in force as of the effective date of this Tariff and to Amendments thereto and successive issues thereof.

1. APPLICATION OF TARIFF

1.1 This tariff sets forth the service offerings, rates, terms and conditions applicable to the provision of Switched Access Services, Access Services, and other miscellaneous services, hereinafter referred to as service(s), provided by Unite Private Networks, LLC d/b/a Segra, hereinafter referred to as the Telephone Company or the Company, to customers within the State of Kansas. The Company operates as a competitive telecommunications company. Service is available to Business and Residential Customers and consists of the following:

A. Local Transport Service

B. Local Switching Service

This tariff contains regulations, rates and charges applicable to the provision of Access Services within a Local Access and Transport Area (LATA) for connection to InterLATA communication services for Intrastate InterLATA carriers. This tariff is also applicable to the provision of Access Service within a Local Access and Transport Area (LATA) for connection to IntraLATA communication service for Intrastate IntraLATA carriers.

Wire Center and Interconnection information is set forth in the National Exchange Carrier Association Tariff No. 4 (NECA No. 4).

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Kansas Corporation Commission.

2. GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- A. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Kansas.
- B. The Company shall be responsible only for the installation, operation and maintenance of the service which it provides. The responsibility of the Telephone Company shall be limited to the provision of services under this tariff and to the maintenance and operation of such service in a proper manner.
- C. Customers and end users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- D. Services are provided 24 hours daily, seven (7) days per week unless otherwise stated.

2. GENERAL REGULATIONS (Cont'd.)**2.1 Undertaking of the Telephone Company (Cont'd.)****2.1.2 Limitations**

- A. The Customer may not assign or transfer the use of services provided under this tariff except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
1. another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee expressly assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 2. a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee expressly assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.
- B. In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations conditions contained in this tariff shall apply to such assignee or transferee.
- C. The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of assignment or transfer.
- D. The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.