

September 6, 2013

**VIA ELECTRONIC MAIL AND FEDERAL EXPRESS**

Kristi Rhude  
Secretary  
Arkansas Public Service Commission  
1000 Center Street (PSC Building)  
Little Rock, Arkansas 72201  
Kristi\_rhude@psc.state.ar.us

RECEIVED  
2013 SEP 10 P 1:24  
SECRETARY OF COMM  
ARK. PUBLIC SERV. COMM

**Re: TCA Communications, LLC – request for name change to “TCA  
Communications, LLC d/b/a Suddenlink Communications”**

Dear Ms. Rhude:

TCA Communications, LLC (“TCA” or “Company”) hereby respectfully requests that its Certificate of Public Convenience and Necessity (CCN), issued on October 15, 1998 and attached hereto as Exhibit A, be modified to include the Company’s registered fictitious name. TCA currently does business in Arkansas as “Suddenlink Communications,” and requests that its CCN be reissued to identify the company as follows:

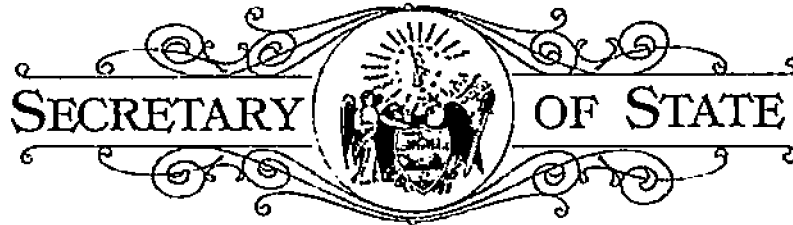
**TCA Communications, LLC d/b/a Suddenlink Communications**

In support of its request, TCA attaches the following documentation as Exhibits B, C and D, respectively:

- Copy of TCA’s Articles of Conversion
- Copy of TCA’s Arkansas Registration of Fictitious Name
- TCA’s revised tariffs with its fictitious name (“d/b/a Suddenlink Communications”)

Exhibit D contains both TCA’s local exchange tariff (Tariff 1) and an exchange access tariff (Tariff 2). These tariffs replace in its entirety TCA’s tariff currently on file with the Public Service Commission.

# STATE OF ARKANSAS



**Charlie Daniels**  
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

**Registration of Fictitious Name**  
of  
**SUDDENLINK COMMUNICATIONS**

for  
**TCA COMMUNICATIONS, L.L.C.**

filed in this office

October 10, 2006.

In Testimony Whereof, I have hereunto set my hand  
and affixed my official Seal. Done at my office in the  
City of Little Rock, this 10th day of October 2006.



  
Secretary of State

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**TCA COMMUNICATIONS, LLC  
D/B/A SUDDENLINK COMMUNICATIONS**

This tariff is on file with the Arkansas Public Service Commission.

This tariff may also be viewed on the Company's website at [www.suddenlink.com](http://www.suddenlink.com).

**Issued By:**

Dennis D. Moffit  
Senior Counsel  
TCA Communications, LLC  
d/b/a Suddenlink Communications  
12444 Powerscourt Drive  
St. Louis, Missouri 63131  
314-315-9400

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1. APPLICATION OF TARIFF

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1.1 SUBJECT

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## 1. APPLICATION OF TARIFF RECEIVED

## 1.3 APPLICATION

This tariff sets forth terms and conditions applicable to all intrastate regulated telecommunications services offered by TCA Communications, LLC d/b/a Suddenlink Communications ("the Company") within the State of Arkansas. Service offerings, rates and conditions applicable to specific service offerings are set forth in other tariffs of the Company and are in addition to the general regulations contained herein.

This tariff applies only for the use of the Company's services for communications within the Company's service areas. This includes the use of the Company's network to complete an end to end local communication and to obtain access to the intrastate services offered by other service providers.

The provision of telecommunications service is subject to existing regulations specified in the tariffs of the Company and may be revised, added to, or supplemented by superseding issues.

All offered service contained herein is subject to available facilities and necessary governmental authorization in the jurisdiction where the service is offered.

To the extent that the Company does not have access to facilities to serve portions of the State of Arkansas, the Company may serve residents and businesses in those areas by means of the resale of services of other service providers.

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## EXCHANGE SERVICES

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TCA COMMUNICATIONS, LLC  
TARIFF AR PSC NO. 1

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## 1. APPLICATION OF TARIFF

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## 1.4 EXPLANATION OF SYMBOLS

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

**SYMBOL      EXPLANATION**

(CP)	To signify change in practice
(DR)	To signify discontinued rate
(CR)	To signify rate increase
(MT)	To signify material moved from or to another part of the tariff
(NR)	To signify new rate
(AT)	To signify a additions to text
(RT)	To signify a removal of text
(CT)	To signify a change in text
(C)	To signify correction

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TCA COMMUNICATIONS, LLC  
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1.5 EXPLANATION OF ABBREVIATIONS AND ACRONYMS

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CONT'D	Continued
DTMF	Dual Tone Multi-Frequency
IC	Interexchange Carrier
LATA	Local Access and Transport Area
NPA	Numbering Plan Area
PIC	Primary Interexchange Carrier
POC	Point of Connection
PSAP	Public Service Answering Point
TDD	Telephone Device for the Deaf
TRS	Telecommunications Relay Service
PSC	Arkansas Public Service Commission

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TCA COMMUNICATIONS, LLC  
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1. APPLICATION OF TARIFF

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1.6 DEFINITIONS

Business Service

Service is classified and charged for as Business Service where the primary use of the service is of a business, professional, or occupational nature, or where a business directory listing is furnished.

Communications Services

The Company's intrastate regulated telecommunications services.

Company

TCA Communications, LLC d/b/a Suddenlink

Customer

The person, firm or corporation which purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Premises

The customer premises is all space in the same building occupied by a customer and all space occupied by the same customer in different buildings on contiguous property.

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1.6. DEFINITIONS (CONT'D)

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LATA

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

Local Calling Area

The area in which a customer may complete calls without incurring long distance charges.

Local Exchange Service

The provision of an access line and usage within a Local Calling Area for the transmission of high quality interactive switched voice or data communication.

Local Serving Area

The area in which the Company has the capability to provide Local Service.

Monthly Rate

The monthly rates to the customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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1.7 EXCHANGE SERVICE AREAS

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The Company shall offer Exchange Services (pursuant to Section 3) in the Exchanges listed below.

1.8 LOCAL CALLING AREAS

<u>Exchange</u>	<u>Additional Exchanges Included in Local Calling Area</u>
-----------------	--

To be determined

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EXCHANGE SERVICES

TCA COMMUNICATIONS, LLC  
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**2. GENERAL REGULATIONS****2.1. UNDERTAKING OF THE COMPANY**

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**2.1.1. GENERAL**

The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**2.1.2. OBLIGATION TO FURNISH SERVICE**

The Company's obligation to furnish service is dependent on its ability to obtain, retain, and maintain suitable rights and facilities without unreasonable expense, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service. The Company, at its sole discretion, may obtain facilities from other carriers to furnish service. Such connections are also subject to the availability of required facilities.

**2.1.3. TERMS AND CONDITIONS**

- A. Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in the tariffs of the Company, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. The customer will also be required to execute any other documents as may be reasonably requested by the Company.

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2.1. UNDERTAKING OF THE COMPANY

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2.1.3. TERMS AND CONDITIONS (CONT'D)

- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company 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. In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the customer if the customer is using the service in violation of the Company's tariffs or the law.
- F. The tariffs of the Company shall be interpreted and governed by the laws of the State of Arkansas without regard for its choice of laws provision.

2.1.4. LIABILITY OF THE COMPANY

- A. Except as otherwise stated in the Company's tariffs, the liability of the Company for damages arising out of either the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the customer for interruptions in service as set forth in Section 2.5.
- B. Except for the extension of allowances to the customer for interruptions in service as set forth in Section 2.5, the Company shall not be liable to a customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the customer shall be limited to a credit equal to the dollar amount erroneously billed or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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2.1. UNDERTAKING OF THE COMPANY

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2.1.4. LIABILITY OF THE COMPANY (CONT'D)

D. The Company shall not be liable for any claims for loss or damages involving:

- Any act or omission of the customer, any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company or common carriers or any other third party providing equipment;
- Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- Any unlawful or unauthorized use of the Company's facilities and services;
- Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with customer provided facilities or services;
- Breach in the privacy or security of communications transmitted over the Company's facilities;
- Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the customer, in which event the Company's liability is limited as set forth in this Section.
- Defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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## 2. GENERAL REGULATIONS

## 2.1. UNDERTAKING OF THE COMPANY

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## 2.1.4. LIABILITY OF THE COMPANY (CONT'D)

## D. The Company shall not be liable for any claims for loss or damages involving: (Cont'd)

- Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the customer, or the construction, installation, maintenance, presence, use or removal of the customer's facilities or equipment connected, or to be connected to the Company's facilities;
- Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- Any representations made by Company employees that do not comport, or that are inconsistent with the provisions of this Tariff;
- Any act or omission in connection with the provision of 911, E911, or similar services;
- Any non-completion of calls due to network busy conditions;
- Any calls not actually attempted to be completed during any period that service is unavailable.

E. The Company shall be indemnified, defended and held harmless by the customer, or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or customer equipment or facilities or service provided by the Company.

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## 2. GENERAL REGULATIONS

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## 2.1. UNDERTAKING OF THE COMPANY

## 2.1.4. LIABILITY OF THE COMPANY (CONT'D)

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the customer, even if the Company has acted as the customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemption as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within 30 days after the date of the occurrence that gave rise to the claim.
- I. As part of the service, an annual local directory for each exchange is published from time to time but as experience demonstrates, errors and omissions will occur with more or less frequency. If such errors or omissions do occur, the Company is not liable for such errors and omission. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- J. The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- K. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

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2. GENERAL REGULATIONS

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2.1. UNDERTAKING OF THE COMPANY (CONT'D)

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2.1.5. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

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

2.1.6. PROVISION OF EQUIPMENT AND FACILITIES

- A. The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in the tariffs of the Company. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the customer. The customer may not, nor may the customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the customer.
- D. Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the customer or user 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 or user.

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**2. GENERAL REGULATIONS**

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**2.1. UNDERTAKING OF THE COMPANY****2.1.6. PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)**

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

- The transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or
- The reception of signals by customer-provided equipment.

G. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the customer's premises to remove this equipment and the customer shall not unreasonably refuse such entry. If the customer refuses to allow removal of this equipment, the customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the customer's telephone bill and the customer agrees to pay these fees. The customer shall assume responsibility for any and all such unrecovered equipment.

**2.1.7. NON-ROUTINE INSTALLATION**

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

**2.1.8. OWNERSHIP OF FACILITIES**

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its affiliates, agents or contractors.

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2.2. OBLIGATIONS OF THE CUSTOMER

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2.2.1. GENERAL

The customer shall be responsible for the following:

- A. The payment of all applicable charges pursuant to the tariffs of the Company.
- B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer or of any user; or by the noncompliance by the customer or any user with these regulations; or by fire or theft or other casualty on the customer's or any user's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- C. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the customer or any user; 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 lines, facilities and associated equipment used to provide communications services to the customer from the building entrance or property line to the location of the equipment space described in C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of 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.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.

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2.2. OBLIGATIONS OF THE CUSTOMER

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2.2.1. 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 the Company's facilities and equipment in any customer or user premises or the rights of way for which the customer is responsible under D. preceding, and granting or obtaining permission for the Company's agents or employees to enter the premises of the customer or any user 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.
- H. Making the Company's 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.

2.2.2. PROHIBITED ACTIVITIES AND USES

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer or user has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a customer or user immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A customer or user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non recurring installation charges as stated in the tariffs of the Company will apply.
- D. The Company may require applicants for service who intend to use the Company's offering for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

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2.2. OBLIGATIONS OF THE CUSTOMER (CONT'D)

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2.2.3. CLAIMS

With respect to any service or facility provided by the Company, 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:

- Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer or user or either of their employees, agents, representatives or invitees;
- Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer or user, including, without limitation, use of the Company's service and facilities in a manner not contemplated by the agreement between customer and the Company; or
- Any claim of any nature whatsoever brought by a user with respect to any matter for which the Company would not be directly liable to the customer under the terms of the applicable Company tariff.

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2.3. CUSTOMER EQUIPMENT AND CHANNELS

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2.3.1. 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 the tariffs of the Company. A user may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than voice grade telephonic communication.

2.3.2. 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 Point of Connection.
- B. The customer is responsible for ensuring that customer-provided equipment connected to the 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 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.
- C. Coin-operated or coinless pay telephone equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and subject to any applicable provisions of the tariffs of the Company.
- D. The Company is not responsible for malfunctions of customer-owned telephone sets or other customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of customer-owned equipment.

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2.3. CUSTOMER EQUIPMENT AND CHANNELS (CONT'D) RECEIVED

2.3.3. INTERCONNECTION OF FACILITIES

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Company's tariffs and the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

2.3.4. INSPECTIONS

- A. Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 2.3.2 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.

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2.4. PAYMENT ARRANGEMENTS

The customer is responsible for the payment of all charges for facilities and services furnished by the Company to the customer and to all users authorized by the customer, regardless of whether those services are used by the customer or are shared with other persons.

2.4.1. BILLING AND COLLECTION OF CHARGES

- A. Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the customer by the Company.
- B. The Company shall present invoices for monthly rates to the customer in advance of the month in which service is provided, and monthly rates shall be due and payable within 30 days after the invoice is mailed.
- C. Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
- D. 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.
- E. Billing of the customer by the Company will begin on the Service Commencement Date, which is the date on which the Company notifies the customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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2.4. PAYMENT ARRANGEMENTS (CONT'D)

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2.4.1. BILLING AND COLLECTION OF CHARGES (CONT'D)

- F. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor per month. A late payment penalty shall not apply to that portion of a bill reasonably disputed by the customer in Section 2.4.5 until the Company has completed its investigation of the matter and provided the customer in writing with its resolution of the dispute.

LATE PAYMENT FACTOR

Per month Lesser of 1.5% or maximum amount permitted by law

- G. The customer will be assessed a charge for each check, draft, or electronic funds transfer submitted by the customer to the Company which a financial institution refuses to honor.

CHARGE

Returned Check Charge Lesser of \$20.00 or maximum amount permitted by law

Additionally, the customer shall reimburse the Company for any expense or cost incurred in connection with such payment.

2.4.2. APPLICATION OF PAYMENTS FOR SERVICE

If partial payment of a bill is made, the Company shall first credit the partial payment to charges for basic local exchange service.

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#### 2.4. PAYMENT ARRANGEMENTS (CONT'D)

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##### 2.4.3. ADVANCE PAYMENTS

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

##### 2.4.4. DEPOSITS

- A. To safeguard its interest, the Company may require a customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- Two months' charges for service or facility which has a minimum payment period of one month, or
  - The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month, except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit to the customer's account. The Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. Deposits held will accrue interest at a rate determined by the Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the customer.

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## 2.4. PAYMENT ARRANGEMENTS (CONT'D)

## 2.4.5. DISPUTED BILLS

A. The customer may dispute a bill only by notifying the Company within 30 days after the statement date. Unless such notice is received in a timely manner as indicated in this section, the bill statement shall be deemed to be correct and payable in full by customer. If the customer disputes only a portion of a bill statement, then customer is obligated to make timely payment of the undisputed portion of the bill. For purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

## B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount in Section 2.4.1, preceding.
2. In the event that a billing dispute is resolved by the Company in favor of the customer, any disputed amount withheld, ending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the customer shall pay the late payment charge.

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2.4. PAYMENT ARRANGEMENTS (CONT'D)

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2.4.5. DISPUTED BILLS (CONT'D)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill, the Company will credit the customer's account for any overpayment by the customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the customer.
4. All adjustments or refunds provided by the Company to the customer at the customer's request, or provided by the Company to the customer by way of compromise of a billing dispute, and which are accepted by the customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the customer's claims for the billing period for which the adjustment or refund was issued.

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2.4. PAYMENT ARRANGEMENTS (CONT'D)

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2.4.5. DISPUTED BILLS (CONT'D)

D. Unresolved Billing Disputes

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled to the mutual satisfaction of the customer and the Company, the customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:

1. First, the customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Arkansas Public Service Commission  
1000 Center Street  
Little Rock, AR 72201-4314

2.4.6. DISCONTINUANCE OF SERVICE

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days prior written notice to the customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.
- 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.

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## 2.4. PAYMENT ARRANGEMENTS (CONT'D)

## 2.4.6. DISCONTINUANCE OF SERVICE (CONT'D)

- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. Upon the Company's discontinuance of service to the customer under paragraphs A. or B., preceding, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare due all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable (discounted to present value at six percent).
- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- H. If a customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the customer, if there is one, or will mail a check for the balance to the customer if it believes it has a valid address. If the Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that it can make a refund, or it will write to the customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed.
- I. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The customer will be liable for all related costs as set forth in Section 2.2 of this Tariff. The customer will also be responsible for payment of any reconnection charges.

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2.4. PAYMENT ARRANGEMENTS (CONT'D)

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2.4.7. CANCELLATION OF APPLICATION FOR SERVICE

- A. Applications for service cannot be canceled unless the Company agrees. 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 (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in paragraphs A. through C., preceding, will be calculated and applied on a case-by-case basis.

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2.4. PAYMENT ARRANGEMENTS (CONT'D)

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2.4.8. CHANGES IN SERVICE REQUESTED

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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.

2.4.9. TAXES AND OTHER CHARGES

The customer is responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on the Company's net income. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. The Company will not bill the customer such taxes, fees and other charges as may be exempted by a tax exemption for operations in any jurisdiction in which the customer obtains such a certificate.

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2.5. ALLOWANCES FOR INTERRUPTIONS IN SERVICE RECEIVED

2.5.1. INTERRUPTIONS

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of the tariffs of the Company by the customer or the operation or malfunction of the facilities, power or equipment provided by the customer, will be credited to the customer as set forth below for the part of the service that the interruption affects.

2.5.2. CREDIT ALLOWANCE

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the customer reports a service, facility or circuit to be interrupted and release it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. A credit allowance equal to 1/30th of the tarified monthly rate for all services and facilities furnished by the Company will be given for interruptions for each 24 hours, or major fraction thereof, during which such interruption continues after being reported to or known to exist by the Company. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities which are affected by the interruption. A credit allowance does not apply if service has been interrupted less than 24 hours.

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2.5. ALLOWANCES FOR INTERRUPTIONS IN SERVICE

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2.5.2. CREDIT ALLOWANCE (CONT'D)

D. No credit allowance will be made for:

- Interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the customer, user, or other common carrier providing service connected to the service of the Company;
- Interruptions due to the negligence of any person other than the Company, including but not limited to the customer or other common carriers connected to the Company's facilities;
- Interruptions due to the failure or real function of non-Company equipment;
- Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- Interruptions of service during a period in which the customer continues to use the service on an impaired basis;
- Interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements; and
- Interruption of service due to circumstances or causes beyond the control of the Company.

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2.6. CLASSIFICATIONS OF CUSTOMERS AND USERS

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2.6.1. CUSTOMER CLASSIFICATION

The determination as to whether telephone service should be classified as Business service is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

2.6.2. BUSINESS SERVICE

Business rates apply at the following locations, among others.

- In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
- In the residence (used as business) of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner who has no service at business rates at another location.
- In any residence location where there is substantial business use of the service and the customer has no service elsewhere at business rates.

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2.7. USE OF CUSTOMER'S SERVICE BY OTHERS

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2.7.1. JOINT USE ARRANGEMENTS

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

2.7.2. INTENTIONALLY LEFT BLANK

2.7.3. TRANSFERS AND ASSIGNMENTS

The customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without the consent of the customer:

- To any subsidiary, parent company or affiliate of the Company;
- Pursuant to any sale or transfer of substantially all the assets of the Company; or
- Pursuant to any financing, merger or reorganization of the Company.

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2.8: CANCELLATION OF SERVICE

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2.8.1. CANCELLATION

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.5, preceding), the customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 2.4, preceding; all costs, fees and expenses reasonably incurred in connection with:

- All nonrecurring charges as specified in the Company's tariffs, plus
- Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer, plus
- 65% of all monthly rates specified in the applicable Company tariff for the balance of the then current term.

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2.9. NOTICES AND COMMUNICATIONS

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2.9.1. CUSTOMER RESPONSIBILITY

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

2.9.2. COMPANY RESPONSIBILITY

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 the Company may designate a separate address on each bill for service to which the customer shall mail payment on that bill.

2.9.3. NOTICES AND OTHER COMMUNICATIONS

All notices or other communications required to be given pursuant to the tariffs of the Company 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. Postal Service or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4. NOTIFICATION OF CHANGES

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.

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#### 2.10. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS RECEIVED

##### 2.10.1. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- Where facilities are not presently available, and there is no other requirement for the facilities to be constructed;
- Of a type other than that which the Company would normally utilize in the furnishing of its services;
- Over a route other than that which the Company would normally utilize in the furnishing of its services;
- In a quantity greater than that which the Company would normally construct;
- On an expedited basis;
- On a temporary basis until permanent facilities are available;
- Involving abnormal costs; or
- In advance of its normal construction.

##### 2.10.2. BASIS FOR CHARGES

Where the Company furnishes a facility or service on a construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include;

- Nonrecurring charges;
- Monthly rates;
- Termination liabilities; or
- Combinations thereof.

The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

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2.10. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D)

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2.10.3. BASIS FOR COST COMPUTATION

The costs referred to in Section 2.10.2, preceding, may include one or more of the following items to the extent they are applicable.

A. Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

- Equipment and materials provided or used;
- Engineering, labor and supervision;
- Transportation;
- Rights of way; and
- Any other item chargeable to the capital account.

B. Annual charges including the following:

- Cost of maintenance;
- Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- Administration, taxes and uncollectable revenue on the basis of reasonable average;
- Costs for these items;
- Any other identifiable costs related to the facilities provided; and
- An amount for return and contingencies.

2.10.4. TERMINATION LIABILITY

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

A. The maximum termination liability is equal to the total cost of the special facility as determined in Section 2.10.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.

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#### 2.10. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

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##### 2.10.4. TERMINATION LIABILITY (CONT'D)

B. The maximum termination liability as determined in paragraph A. shall be divided by the term of service contracted for by the customer (rounded up to the next whole number of months) to determine the monthly liability. The customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent, plus applicable taxes. In addition, the customer shall also be liable for any third-party, off network, fees, charges or assessments imposed upon the Company by third-party provider in connection with the requested service.

##### 2.10.5. EXTENSION OF LINE FACILITIES

Extensions of line facilities for exchange service will generally be made without construction charges under the normal construction programs of the Company to meet the needs of present or future applicants for new permanent telephone exchange service to permanent premises for year round occupancy.

An extension of the Company facilities in locations where the Company's facilities do not exist will be made at the Company's discretion.

##### 2.10.6. MAINTENANCE CHARGE

A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company or if the problem is a result of intentional misuse or negligence of the customer.

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2.11. CONTRACTS AND PROMOTIONS

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2.11.1. CONTRACTS

The Company may offer customized service packages under special arrangements on a case by case basis. Service offered under this tariff provision will be provided to customers pursuant to contract. Unless otherwise specified, the regulation for such arrangements are in addition to the applicable regulations and prices in other sections of the Company's tariffs.

2.11.2. PROMOTIONAL OFFERINGS AND TRIALS

The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for market research or rate experimentation purposes. Such promotional or trial offerings will be for a limited duration.

At the Company's option, a letter outlining the promotion or trial may be filed with the Commission Staff in lieu of filing language in the tariff.

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3.1. GENERAL

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3.1.1. TERMS AND CONDITIONS

- A. The provisions of exchange service at the rates and charges and terms and conditions shown is subject to the provisions of other sections of this Tariff.
- B. The rate and charges as quoted herein for exchange services entitle the customer to local calls, without toll.
- C. Wire center serving areas may be revised and portions of an area transferred to other wire centers as facility requirements change.

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3.1. GENERAL (CONT'D)

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3.1.2. END USER POINTS OF CONNECTION

- A. Services terminate at a Point of Connection (POC) established by the Company. The POC will ordinarily be located in the same building as the customer's or user's premises; however, a customer may elect to be served by a POC in a different building, in which case the customer is responsible for providing or obtaining, at its own expense, the necessary wire or cable to connect its premises to the POC. In a multi-tenant building, the POC will ordinarily be established in a common area of the building such as an equipment room or wire closet. Customers may connect their transmission facilities, cabling, wiring or terminal equipment to the Company's network at the POC.
- B. The Company will establish a POC upon request within a building, campus, or other customer premises located in a Company-served exchange area if, in the Company's opinion, it can recoup its up-front capital cost, ongoing operational cost and provide a fair return to shareholders from the revenue stream derived from the new POC. A POC may be established at any location where the preceding conditions are not satisfied subject to the rates, terms, and conditions applicable to Special Construction as specified in Section 2 of this Tariff.

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3.2. SERVICE CONNECTION AND LINE ACTIVATION CHARGES

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3.2.1. GENERAL

- A. Nonrecurring charges apply to customer requests for connecting, moving or changing service. They are in addition to any other scheduled rates and charges that would normally apply under this Tariff.
- B. Charges for the connection, move or change of service will apply for work being performed during the Company's normal business hours. If the customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based upon the additional cost involved, as set forth in Section 3.3.6 or 3.3.7, following.
- C. All changes in location of the customer's service from one premises to another, except as otherwise provided in this Section, are treated as new service connections with the appropriate Service Charges applying.
- D. The Company may from time to time waive or reduce the nonrecurring charge, at its discretion, including as part of a promotion.

3.2.2. DESCRIPTION OF CHARGES

- A. A Service Connection Charge or Line Activation Charge applies when a customer requests establishment of new service. The requirement to install certain facilities or equipment, or the presence of such facilities or equipment, will determine whether the Service Connection Charge or the Line Activation Charge will apply.
- B. The Service Connection Charge applies per occurrence for the initial or subsequent installation of broadband facilities and equipment, and to any change of location of such facilities and equipment.
- C. The Primary Line Activation Charge applies per occurrence where existing broadband facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies in lieu of the Primary Line Activation Charge.

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3.2. SERVICE CONNECTION AND LINE ACTIVATION CHARGES

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3.2.2. DESCRIPTION OF CHARGES (CONT'D)

- D. The Additional Line Activation Charge applies per occurrence for additional lines where existing broadband facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies. The Line Activation Charge will be waived if the Service Connection Charge or Primary Line Activation Charge applies.
- E. The Service Dispatch Charge applies for any subsequent request to add or modify facilities after initial installation.

3.2.3. RATES AND CHARGES

	NONRECURRING CHARGE
• Service Connection	
- Business	ICB
• Primary Line Activation	
- Business	ICB
• Additional Line Activation	
- Business	ICB
• Service Dispatch (subsequent to initial installation)	
- Business	ICB

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3.3. MISCELLANEOUS NONRECURRING CHARGES

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3.3.1. TERMS AND CONDITIONS

A. A Nonrecurring Charge applies to the following:

- The installation of new service.
- The transfer of an existing service to a different location.
- A change from one class of service to another at the same or a different location.
- Restoral of service after suspension or termination for nonpayment.

B. No Nonrecurring Charge applies for:

- A change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase if a lower grade of service is offered in the customer's exchange.
- Complete termination of service.

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

D. Nonrecurring charges are listed with each service in this Tariff to which they apply.

3.3.2. CHANGE OF RESPONSIBILITY

A. Terms and Conditions

When acceptable to the Company, an applicant may supersede exchange service of a customer where an arrangement is made by the customer and the applicant to pay all outstanding charges against the service.

B. Rates and Charges

NONRECURRING  
CHARGE

- Change of Responsibility
- Business

\$25.00

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3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

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3.3.3. MOVES, ADDS AND CHANGES

A. Terms and Conditions

1. The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the nonrecurring charge for the underlying service will apply as if the work had been done by the Company.
2. The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add

The addition of service(s) to existing equipment and/or service(s) at one location.

Change

The rearrangement or reclassification of existing service at the same location.

B. Rates and Charges

	NONRECURRING CHARGE
1. Business	
• Hunting Configuration Charge	\$25.00
• Feature Add/Change/Remove	\$25.00

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3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

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3.3.4. CHANGE OF TELEPHONE NUMBER

A. Terms and Conditions

1. When a customer changes telephone numbers, the referral period for the disconnected number will be 180 days for business numbers.
2. The following nonrecurring charge applies to change a telephone number at the customers request. No charge applies to change the number due to annoyance calls or Company initiated number changes.

B. Rates and Charges

- Per Telephone Number Changed
- Business

NONRECURRING  
CHARGE

\$25.00

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#### 3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

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##### 3.3.5. RESTORAL OF SERVICE

###### A. Terms and Conditions

1. A nonrecurring charge will be applied to reestablish service if service is interrupted due to nonpayment of exchange service, or other charges, but an order providing for complete disconnection has not been completed.
2. Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application of service in addition to any charges for services due up to the date of suspension.
3. The following charge will be applied unless a charge for restoral of service is included in a specific service's section of this Tariff. Additionally, all charges up to the date of the suspension are due prior to restoral of service.

###### B. Rates and Charges

###### NONRECURRING CHARGE

- |                                  |         |
|----------------------------------|---------|
| • Restoral of Service, each line |         |
| - Business                       | \$50.00 |

##### 3.3.6. NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

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#### 3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

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##### 3.3.7. PREMISES VISIT

###### A. General

The customer has two conditions for a Company representative to visit his/her premises:  
1) the customer may require installation of, or changes to, his/her premises wiring; or 2)  
may report trouble on the Company provided service.

###### B. Customer Initiated Work Visit

The customer may ask for an estimate or a firm bid before requesting a Company technician to perform work at the customer's premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at the customer's request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are specified elsewhere in the Company Tariff. The following rates apply during normal business hours. After normal business hours, the Company may charge a higher rate based on cost.

#### CHARGE

- |                        |                               |
|------------------------|-------------------------------|
| • Business, per visit  | Individual Case Basis ("ICB") |
| • Labor Rate, per hour | ICB                           |

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#### 3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

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##### 3.3.7. PREMISES VISIT (CONT'D)

###### C. Trouble Report Visit

A maintenance visit charge may apply when a customer or authorized user requests the dispatch of the Company's personnel for the purpose of isolation and/or repair of trouble. The Company's responsibility for service extends from the serving office to the customer's premises, ending in a Company-provided point of connection (e.g., protection block, Network Interface Device (NID), etc.). Where a NID exists, if the Company is able to test for dial tone and the problem proves to be beyond the NID (within a customer's premises) a maintenance visit charge is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no maintenance visit charge will be assessed. The following rates apply during normal business hours. After normal business hours, the Company may charge a higher rate based on cost.

#### CHARGE

- Business, per visit \$50.00

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3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

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3.3.8. PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

A. Description

Presubscription is an arrangement whereby an end user may select and designate to the Company an Inter/IntraLata Interexchange Carrier (IC) to access, without an access code, for long distance calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IC that orders Feature Group D Switched Access Service at the end office that serves the end user.

B. Regulations

Subsequent to the installation of Local Exchange Service, and after the end user's initial selection of a PIC, the following nonrecurring charge applies for any additional change in selection. This charge is billed to the end user which is the subscriber to the Local Exchange Service and applies only for changing to another IC which provides long distance service.

C. Charge

The following charge will apply each time the customer requests a change in their long distance carrier after the initial installation of service.

NONRECURRING  
CHARGE

- Change in IC, Per Customer Request
- Business \$25.00

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#### 3.4. BASIC EXCHANGE SERVICE

##### 3.4.1. GENERAL

###### A. Description

1. Basic Exchange Service provides a connection to the Company's switching network which enables the customer to:

- Place and receive calls from other access lines on the public switched telephone network;
- Access the Company's local calling service;
- Access the operator service and business office for service related assistance; access toll-free telecommunications services such as 800/888 NPA; and access 911 service for emergency calling;
- Access the service of providers of Interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800/888 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
- Originate calls to the Telecommunications Relay Service (TRS) which enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate not using TDDs and vice versa. A customer will be able to access the state provider to complete such calls.

###### 2. Exchange Access Line Characteristics

Each exchange access line corresponds to a single, flat rated analog, voice-grade channel that can be used to place or receive one call at a time. Characteristics of each line include:

- |                      |                                  |
|----------------------|----------------------------------|
| • Terminal Interface | 2-wire                           |
| • Signaling Type     | Loop Start                       |
| • Pulse Type         | Dual Tone Multi-Frequency (DTMF) |
| • Touch-Tone         |                                  |

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3.4. BASIC EXCHANGE SERVICE (CONT'D)

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3.4.1. GENERAL (CONT'D)

B. Terms and Conditions

1. One nonrecurring charge applies to install one or more exchange access lines on the same order, at the same time.
2. Miscellaneous exchange services are available at additional rates and charges as specified in Section 3.5, following.
3. Calls to points within the local calling area are included in the monthly flat rate for service.
4. Business service is offered to customers at business locations only.

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**3.4. BASIC EXCHANGE SERVICE (CONT'D)**

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#### 3.4. BASIC EXCHANGE SERVICE (CONT'D)

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##### 3.4.3. BASIC EXCHANGE SERVICE

###### A. General

Basic Exchange Service is offered as a flat rated service allowing unlimited local calling with no usage charges.

###### B. Basic Exchange Service Packages

###### 1. One-Line Package includes:

- One exchange access line,
- One telephone number,
- The following Custom Calling features:
  - Call Forwarding
  - Call Return \*69
  - Call Transfer
  - Call Waiting
  - Caller ID with Call Waiting
  - Custom Code Restriction
  - Custom Ring
  - Speed Dial 8 or 30
  - Three-Way Calling, and
- The following CLASS features:
  - Anonymous Call Rejection
  - Call Forward Selective
  - Call Screening
  - Caller ID Blocking
  - Caller ID
  - Customer Originated Trace
  - Distinctive Ring
  - Repeat Dialing \*66

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3.4. BASIC EXCHANGE SERVICE (CONT'D)

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3.4.3. BASIC EXCHANGE SERVICE (CONT'D)

B. Basic Exchange Service Packages (Cont'd)

2. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
• One-Line Package (each)	\$40.00	\$50.00

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3.4. BASIC EXCHANGE SERVICE (CONT'D)

3.4.3. BASIC EXCHANGE SERVICE (CONT'D)

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#### 3.4. BASIC EXCHANGE SERVICE (CONT'D)

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##### 3.4.3. BASIC EXCHANGE SERVICE (CONT'D)

###### D. Local Only Offer

###### 1. General

The Local Only Offer is provided as a stand-alone local offer not associated with a long distance service. The Local Only Offer is subject to monthly recurring charges on a per access line basis.

The Local Only Offer provides customers with a local access line, touch-tone service, and unlimited calling within the customer's local calling area. Optional features are available for an additional monthly charge, as specified in Section 3.5.2.

###### 2. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
- Local Only, each	\$30.00	\$50.00

###### E. Additional Lines

###### 1. General

The customer may add additional access lines, up to a total of four lines per account. A monthly charge for each additional line will be assessed (per above).

###### 2. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
- Additional Lines, each	\$30.00	\$50.00

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3.4. BASIC EXCHANGE SERVICE (CONT'D)

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3.4. BASIC EXCHANGE SERVICE

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3.4. BASIC EXCHANGE SERVICE (CONT'D)

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3.4.5. EXTENDED LOCAL CALLING

A. General

1. Extended Local Calling is available to calling to specified exchanges located outside of the customer's local service area for a flat monthly charge.
2. The charge for Extended Local Calling is in addition to the customer's local exchange service rates.
3. Extended Local Calling is provided in the following exchanges as specified below.

Exchange Extended Local Calling Service Exchanges

TBD TBD

(Company will mirror extended local calling scopes of ILECs in corresponding service areas.)

4. Rates and Charges

Per Business Line

MONTHLY  
CHARGE  
\$20.00

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3.5. MISCELLANEOUS EXCHANGE SERVICES

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3.5.4. OPERATOR SERVICES

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A. Directory Assistance Service

1. Description

- a. Directory Assistance Service provides the calling party with telephone numbers available from the Company's contractor's Directory Assistance records and with notification that a customer has requested that the customer's number not be provided, or that the requested party has no telephone listing. Directory Assistance Service will be provided by a third party under contract with the Company and the rates and regulations governing the service are subject to changes instituted by the service provider.
- b. The Directory Assistance operator will provide telephone numbers or other information as described in a preceding, for a maximum of three number requests per call.
- c. Charges specified in 3, following, apply to Directory Assistance Service furnished in Arkansas by the Company within the Number Plan Area (NPA) served by the customer when the customer's calls exceeds the allowance specified in 2, following. It does not apply to directory assistance calls for points outside the NPA in which the caller is located.
- d. A customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges. The exemption procedure is specified in 3.b, following.
- e. All calls to Directory Assistance Service will be billed directly to the Customer's account. No alternate billing options are applicable.

2. Call Allowances

A free call allowance per month for each line (not transferable), as set forth in 3.c, following, is provided for each end user Local Exchange access line.

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### 3.5. MISCELLANEOUS EXCHANGE SERVICES

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#### 3.5.4. OPERATOR SERVICES

##### A. Directory Assistance Service (Cont'd)

##### 3. Charges

- a. Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for directory assistance information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.
- b. Charges do not apply for calls for Directory Assistance from users who have requested exemption for the Directory Assistance Charge because they are unable to use telephone directories due to physical or mental limitations. To obtain such exemption, the customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. A similar exemption from the Directory Assistance Call Completion service charge is also available to qualifying Customers. The customer shall notify the Company when the need for these exemptions no longer exists.

##### c. Rates and Charges

##### CHARGE

- Business
  - Calls in excess of 3 per month, each 5.00
  - Call Completion 5.00
  - Operator completed call to 411, each 5.00

##### 4. Directory Assistance Credit

- a. A credit applies when the customer experiences poor transmission, is cut-off during the call, given an incorrect telephone number, or inadvertently dials an incorrect telephone number.
- b. To receive a credit, the customer must notify the Company Customer Care Center of the problem.

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3.5. MISCELLANEOUS EXCHANGE SERVICES

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3.5.4. OPERATOR SERVICES (CONT'D)

B. Local Operator Service

1. Operator services are provided by the Company for assistance to its Customers or authorized end users for the completion of certain types of calls as described herein and for emergency assistance.
2. Local calls may be completed or billed with live or mechanical assistance by the Company's operator center.
3. Non-emergency calls made to the Operator for the purpose of obtaining information or assistance not pertinent to call completion and prank calls may be billed the Station-to-Station charge as described below.
4. Rates and Charges

CHARGE

- Station-to-Station, per call  
(Sent Paid, Collect, Third Number Billed,  
and all other operator assistance)
  - Business \$10.00

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3.5. MISCELLANEOUS EXCHANGE SERVICES RECEIVED

3.5.4. OPERATOR SERVICES (CONT'D)

C. Busy Verification and Interrupt Service

1. General

Upon request of a calling party, the Company will verify a busy condition on a called line where network capability is available. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will interrupt an existing call on the called line if the calling party indicates an emergency and requests interruption.

2. Rate Application

a. A Verification Charge will apply when:

- The operator verifies that the line is busy with a call in progress, or
- The operator verifies that the line is available for incoming calls.

If the customer requests that the operator connect him or her to the verified telephone number, the operator assistance charge in 3.5.4.B, preceding, applies. This charge does not cover completion of the call by the operator, if the customer requests, when the line is available.

b. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

c. No charge will apply when the calling party advises that the call is from an official public emergency agency.

3. Charges

	CHARGE
• Verification, each request	
- Business	\$10.00
• Verification with interrupt, each request	
- Business	\$10.00

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3.5. MISCELLANEOUS EXCHANGE SERVICES

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3.5.4. OPERATOR SERVICES (CONT'D)

D. Operator Assisted Local Calls

1. Descriptions

The Operator Dialed Surcharge applies to Station-to-Station or Person-to-Person operator assisted calls where the operator dials the called number.

2. Terms and Conditions

a. The following operator assisted calls are exempt from the Operator Dialed Surcharge:

- Calls to designated Company numbers for official Company business.
- Emergency calls to authorized civil agencies.
- Operator dialed calls to:
  - re-establish a call which has been interrupted due to a service failure;
  - establish a call where Company service problems prevent completion;
  - complete a call for a calling party who identifies that they are unable to dial a call due to a disability.

3. Charge

- Operator Dialed Surcharge, each request <sup>(1)</sup>

CHARGE  
\$5.00

<sup>(1)</sup> Operator Dialed Surcharge is applied in addition to any applicable Operator Assisted charges.

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## 3. EXCHANGE SERVICES

### 3.5. MISCELLANEOUS EXCHANGE SERVICES (CONT'D)

#### 3.5.5. LISTING SERVICES

##### A. Additional Listings

###### 1. Description

A listing provided in addition to the main listing on a telephone service. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.

###### 2. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
• Additional listing		
- Business	\$20.00	\$10.00

##### B. Foreign Listings

Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the customer is regularly listed.

###### 1. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
• Foreign listing		
- Business	\$20.00	\$10.00

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3.5.5. LISTING SERVICES (CONT'D)

C. Nonlisted Service

1. Description

At the request of the customer, any one or all of the customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

2. Terms and Conditions

The customer indemnifies and saves 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 listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

3. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
• Business	\$20.00	\$10.00

[1] Nonrecurring Charge does not apply if ordered at the same time as the associated exchange access line.

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3.5. MISCELLANEOUS EXCHANGE SERVICES

3.5.5. LISTING SERVICES (CONT'D)

D. Nonpublished Service

1. Description

- a. The telephone numbers of Nonpublished Service are not listed in the telephone directory or in the information records available to the general public.
- b. Nonpublished information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

2. Terms and Conditions

- a. Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.
- b. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.
- c. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person.

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### 3.5. MISCELLANEOUS EXCHANGE SERVICES

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#### 3.5.5. LISTING SERVICES

##### D. Nonpublished Service (Cont'd)

##### 3. Lines Dedicated to Data Usage

The Customer may request that lines ordered solely for data usage (i.e., computers, fax machines, etc.) be non-published without charge where:

- such service is provided for the same customer at the same address as the customer's Company-provided primary service,
- the customer's primary listing is either published or the customer is paying a monthly recurring charge to have the primary listing non-published or non-listed, and
- the non-published directory assistance listing is in the customer's name.

##### 4. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
• Business	\$20.00	\$10.00

##### E. Extended Referral Service

##### 1. Description

Upon disconnection of a line the customer may request an extended announcement referring the caller to the customer's new number for up to three months from the date of disconnect.

##### 2. Rates and Charges

	NONRECURRING CHARGE
• Business	\$8.00

[1] Nonrecurring Charge does not apply if ordered at the same time as the associated exchange access line.

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5. SUPPLEMENTAL SERVICES

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5. SUPPLEMENTAL SERVICES

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5.1 CUSTOMER REQUESTED SERVICE SUSPENSIONS

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At the request of the customer, the Company will suspend incoming and outgoing service on the customer's access line for a period of not less than one month and not to exceed six months. The facilities are left in place and directory listings are continued during the suspension period. Service may not be suspended more than one time per year.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any other applicable monthly recurring charges are still due, without reduction during the period of suspension.

TIME PERIOD

SUSPENSION CHARGE

- Each Month or Fraction Thereof [1]

[1] 50% of the regular Monthly Rates apply.

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6. EMERGENCY NUMBER SERVICE (911)

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## EXCHANGE SERVICES

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### 6. EMERGENCY NUMBER SERVICE (SEP 10 P 1:28)

#### 6.1 EMERGENCY SERVICES

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##### 6.1.1 BASIC 911

Allows customers to reach appropriate emergency services including police, fire and rescue.

##### 6.1.2 ENHANCED 911

Allows customers to reach appropriate emergency services including police, fire and rescue. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be provided to the E911 provider for display at the Public Service Answering Point (PSAP).

#### 6.2 REGULATIONS

- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on the existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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6. EMERGENCY NUMBER SERVICE (911) 2013 SEP 10 P 1:28

6.2. REGULATIONS (CONT'D)

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- E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company from any infringement of 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 911. Service feature and the equipment associated therewith, or by any services furnished by the Company in connection therewith, 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 911 Service hereunder, and which arise out of the negligence or to the wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.
- F. This service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the customer or others, caused or claimed to have been caused by mistakes, omissions, interruptions, delay, error, or other defects in the provision of this service, or installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

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7. LOCAL INTERCONNECTION SERVICE

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7.1 LOCAL INTERCONNECTION SERVICE

7.1.1 GENERAL

- A. Subject to the terms set forth in Section 7.1.4, following, this Tariff provides an overview of Local Interconnection Service ("LIS") and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol ("VoIP") service. In addition, it is the Customer's sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support "nomadic" VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this Section are in addition to the terms and conditions found in the General Regulations section of this Tariff.

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## 7. LOCAL INTERCONNECTION SERVICE

## 7.2. LOCAL INTERCONNECTION SERVICE (CONT'D)

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## 7.1.2 DEFINITIONS

- A. For purposes of this section 7, "Company" means an affiliate of Suddenlink Communications that is a Competitive Local Exchange Carrier (CLEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS.
- B. "Customer" means the provider of retail interconnected VoIP service, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.

## 7.1.3 DESCRIPTION OF SERVICE

- A. LIS provides a connection between a Customer's facilities and the public switched telephone network, and related services described herein. In order to make use of the Company's LIS, the Customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support Customers providing services to Subscribers that operate using a different format.
- B. The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all customer premises equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol.
- C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.
- D. LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit Customers to provide interconnected VoIP service to the Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

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## 7. LOCAL INTERCONNECTION SERVICE

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## 7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

## 7.1.4 USE OF SERVICE

- A. LIS is provided in accordance with the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 7.1.8 and 7.1.9 of this Tariff.
- I. The Customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.
- a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
- b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").

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7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

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7.1.4. USE OF SERVICE (CONT'D)

A.1. (Cont'd)

- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.
- d. Based on the Company Obligations, LIS service is limited to Subscribers physically located in areas served by the Company within the states/locations identified in Section 7.1.11. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Any such arrangements must be separately identified and negotiated between the Company and the Customer and will be established, if at all, only on an "individual case basis."
- e. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

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7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

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7.1.5 TERM AND TERMINATION

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.
- C. Discontinuance of Service for Cause.
  - 1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
  - 2. Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
  - 3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
  - 4. 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.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

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7.1.5. TERM AND TERMINATION (CONT'D)

C. Discontinuance of Service for Cause (Cont'd)

5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
7. Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges 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.
8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

7.1.6 SUBSCRIBER ORDERS AND USAGE FORECASTS

- A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit customer orders to activate Subscribers for use of LIS within a market ("subscriber order").
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other common carriers in addition to or in lieu of the Company.

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7. LOCAL INTERCONNECTION SERVICE

7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

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7.1.7 LOCAL NUMBER PORTABILITY

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

7.1.8 EMERGENCY 911 SERVICE

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

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7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

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7.1.8. EMERGENCY 911 SERVICE (CONT'D)

- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 7.1.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.
- F. LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 7.1.9 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.

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7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

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7.1.9 LIMITATION OF LIABILITY

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the amount of the cost of service during the outage.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 7.1.9.A, the Company shall not be liable to a Customer or Subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for any claims for loss or damages involving:
  - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen.
  - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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7. LOCAL INTERCONNECTION SERVICE

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7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

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7.1.9. LIMITATION OF LIABILITY (CONT'D)

A. (Cont'd)

3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable.

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7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)

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7.1.9. LIMITATION OF LIABILITY (CONT'D)

- E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or non-preemption as may be provided by the other entities.
- H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Tariff, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.

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7.1.9. LIMITATION OF LIABILITY (CONT'D)

- I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer- provided facilities or services.
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

7.1.10 DIRECTORY LISTINGS

- A. The Company will assist the Customer in the provision of Primary, Non-Published and Non-Listed Directory Services (as those services are described in section 3 of this tariff).
- B. The Company's liability, if any, for its gross negligence or willful misconduct in the provision of Directory Services is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by (or other legal remedies available to) the Customer for damages associated with Directory Services, the Company's liability, if any, shall not exceed the monthly charges, if any, for the impacted Directory Services for the affected period.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.

7.1.11 SERVICE TERRITORIES

Service is offered subject to the availability of suitable facilities within the Company's service territory.

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7.1. LOCAL INTERCONNECTION SERVICE

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7.1.12 DESCRIPTION OF RATES AND CHARGES

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- C. Rates for International services associated with LIS are included in the Company's materials posted on the Company's website at <http://www.suddenlink.com/telephone/international.php>.
- D. Add or Change Charge – The customer will be assessed a charge, on an ICB basis, for any add or change of a Company service as defined below.

Add – The addition of service(s) to existing equipment and/or service(s) at one location.

Change – The rearrangement or reclassification of existing service at the same location.

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### 7.1.13 RATES AND CHARGES

## 1. Local Interconnection Service

## 2. Local Interconnection Port

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