

**GENERAL SUBSCRIBER SERVICES TARIFF**  
Brindlee Mountain Telephone LLC

TARIFF

OF

BRINDLEE MOUNTAIN TELEPHONE LLC

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CONSISTING

OF

SCHEDULE OF RATES,

RULES AND REGULATIONS

FOR

TELEPHONE SERVICE

WITHIN THE STATE OF ALABAMA

FOR PORTIONS OF

MORGAN, MARSHALL, BLOUNT, AND CULLMAN COUNTIES

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ISSUED BY: Mike Weaver, President

ADDRESS: P.O. Box 130, Arab, Alabama 35016

ALABAMA  
PUBLIC SERVICE COMMISSION

Issue Date: November 28, 2011

Issued by: Mike Weaver  
Title: President

Effective Date: January 1, 2012  
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# GENERAL SUBSCRIBER SERVICES TARIFF

Brindlee Mountain Telephone LLC

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Original Title Sheet 1

## GENERAL SUBSCRIBER SERVICES TARIFF

FOR THE

STATE OF ALABAMA

This tariff contains regulations and rates applicable for the furnishing of Local Exchange Service and optional calling features which are required to be offered under tariff pursuant to ALA CODE § 37-2A-8 (1975, as amended) (the "Act") after February 1, 2007 by Brindlee Mountain Telephone LLC, also referred to as the Company. This includes the following services as defined by the Act: (1) basic telephone service; (2) central office-based features that were tariffed service offerings as of February 1, 2005, and where currently available: (a) are available to a line-side connection in a telephone switch, (b) are available on a stand-alone basis separate from a bundled offering, and (c) enhance the utility of basic telephone service; and (3) tariffed emergency reporting services regulated by the Commission on or before February 1, 2005 and offered by local exchange carriers to public safety answering points and emergency communications districts. The Company will provide access to long distance services, including operator services, and carriers in compliance with federal and state regulations. Rates, terms and conditions of these services are included in the Company's price list.

This tariff is on file with the Alabama Public Service Commission and is applicable to those exchanges identified herein.

Intrastate Communication Services are furnished through facilities provided by the Company for the transmission of intelligence by electrical impulse, principally by means of wire, radio or a combination thereof.

### EXPLANATION OF SYMBOLS

When changes are made in any tariff page, a revised page will be issued cancelling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, regulation or text.
- (I) Signifies an increase in rate or change.
- (M) Move from one page to another with no change in rate, regulation or text.
- (N) Signifies a new rate, regulation or text.
- (R) Signifies a reduction in rate.
- (T) Signifies a change in text, but no change in rate or regulation.

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Sixth Revised Sheet 1

S1. RATE SUMMARY

This schedule provides the summary of rates and charges and makes reference to the Tariff sections where more detailed information may be found.

Service	Section	Monthly Charge		
Access Line Connection Charge (non-recurring)	6.1	Included in Primary Service Order		
Central Office Charge (non-recurring)	6.1	Included in Service Order Work Charge		
Custom Calling Services	4.1			
Basic		Residence	(I)	Business (I)
Call Forwarding:				
-Variable.....		\$6.14		\$7.69
-Busy Line.....		\$3.03		\$4.59
-Don't Answer.....		\$3.03		\$4.59
-Remote Activation.....		\$6.14		\$7.69
Call Waiting/Cancel				
-Call Waiting.....		\$4.59		\$6.14
Speed Calling				
-Eight-code Capacity.....		\$3.03		\$3.09
-Thirty-code Capacity.....		\$4.59		\$6.14
Three-Way Calling.....		\$4.59		\$6.14
Call Transfer.....		\$4.59		\$6.14
Advanced a/k/a StarPlus				
MultiRing				
-1 Dependent Line Numbers.		\$7.69		\$9.23
-2 Dependent Line Numbers.		\$9.23		\$10.78
-3 Dependent Line Numbers.		\$10.78		\$12.34
Call Selector.....		\$6.14		\$7.69
Call Return.....		\$6.14		\$7.69
Repeat Dialing.....		\$6.14		\$7.69
Call Block.....		\$6.14		\$7.69
Caller I.D. Features				
-Caller I.D. Basic.....		\$9.23		\$10.78
-Caller I.D. Deluxe.....		\$10.78		\$12.34
Caller I.D. Anonymous Call				
Rejection				
-without Caller I.D.....		\$6.14		\$7.69
Selective Call Forwarding.....		\$6.14		\$7.69
Call Tracing.....		\$6.14		\$7.69
Selective Call Acceptance.....		\$6.14		\$7.69
Call Waiting/Caller ID Deluxe..		\$13.88	(I)	\$15.45 (I)

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Section 1  
Sixth Revised Sheet 2

S1. RATE SUMMARY (CONT'D)

Service	Section	Monthly Charge	
Individual Line - Business (Non-Key/Simple Business)	2.6	\$41.02	(I)
Individual Line - Residence	2.6	\$20.51	(I)
Insufficient Funds Check	3.5	\$30.00	
Number Change Charge (per number, non-recurring)	3.2		
A. Residence		\$25.00	
B. Business		\$25.00	
Premises Visit Work Charge (non-recurring)	3.4		
A. First 30-minute increment or fraction thereof:			
1. Residence		\$50.00	
2. Business		\$50.00	
B. Each Additional 30-minute increment or fraction thereof:			
1. Residence		\$50.00	
2. Business		\$50.00	
C. Material		Based on Cost	
Service Order Work Charge (non-recurring)	3.4		
A. Residence			
1. Primary Service		\$50.00	
2. Secondary Service			
a) Calling Features:		\$12.00	
b) How a customer's name appears on an account, or in the directory:		\$10.00	
c) An Ownership Change:		\$10.00	
d) All Others, i.e., Restrictions:		\$26.00	
B. Business			
1. Primary Service		\$67.70	
2. Secondary Service			
a) Calling Features:		\$12.00	
b) How a customer's name appears on an account, or in the directory:		\$15.00	
c) An Ownership Change:		\$15.00	
d) All others, i.e., Restrictions		\$46.00	

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S2. BASIC LOCAL EXCHANGE SERVICE

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GENERAL SUBSCRIBER SERVICES TARIFF

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Original Sheet 1

S2. BASIC LOCAL EXCHANGE SERVICE

S2.1 GENERAL

- A. Basic local telephone service is provided by means of station, wire, switching and other facilities, and plant and equipment to enable the establishment of telephone communications between stations in the same or different exchanges at monthly rates. A maximum of seven (7) digits or frequency pulses will be provided by the Telephone Company for completion of local service or extended area service. The rates for local exchange service apply to all customers.
- B. The base rate area for each exchange is found on maps located in Section 11 of this Tariff.
- C. The rates for service not specifically shown in this section are presented in other sections of this tariff. Rates for any service not specifically shown in this tariff are contained in the Brindlee Mountain Price list.

S2.2 BASIC LOCAL SERVICE RATE GROUPS

- A. Local service rate groups are established as follows:

Rate Groups

Arab Exchange  
Morgan City Exchange  
Union Grove Exchange

S2.3 ALPHABETICAL LISTING OF EXCHANGES

Arab  
Morgan City  
Union Grove

S2.4 LOCAL CALLING AREAS

Rate Group	Exchange	Exchange in Local Calling Area
Arab	Arab	Arab, Morgan City & Union Grove
Morgan City	Morgan City	Morgan City, Union Grove & Arab
Union Grove	Union Grove	Union Grove, Arab & Morgan City

S2.5 AUTHORIZATION

Basic Local Exchange Rates are authorized individually by the Alabama Public Service Commission.

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Sixth Revised Sheet 2

S2. BASIC LOCAL EXCHANGE SERVICE (CONT'D)

S2.6 BASIC LOCAL EXCHANGE RATES

Business

Exchange Name Per Line

Arab	\$41.02	(I)
Morgan City	\$41.02	
Union Grove	\$41.02	(I)

Residence

Exchange Name Per Line

Arab	\$20.51	(I)
Morgan City	\$20.51	
Union Grove	\$20.51	(I)

S2.7 INTRASTATE END USER CHARGE

As authorized by the Alabama Public Service Commission in Docket 19356, Brindlee Mountain Telephone LLC hereby adopts end user charges of \$.85 for both Business and Residence Service. The end user charges are included in the Local Exchange Service rates.

S2.8 CONCESSION SERVICE

A concession of twenty-five percent (25%) from the applicable business access line rate is allowed to Volunteer Fire Departments. The telephone must be located on the premises of the fire department and used solely for fire department business.

S2.9 RESERVED FOR FUTURE USE

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First Revised Sheet 3

S2. BASIC LOCAL EXCHANGE SERVICE (CONT'D)

S2.9 RESERVED FOR FUTURE USE (Cont'd)

(C, D)  
(D)



(D)

S2.10 RESERVED FOR FUTURE USE

(C, D)

(D)



(D)

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First Revised Sheet 4

S2. BASIC LOCAL EXCHANGE SERVICE (CONT'D)

S2.10 RESERVED FOR FUTURE USE (Cont'd)

(C, D)

(D)

(D)

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First Revised Sheet 5

S2. BASIC LOCAL EXCHANGE SERVICE

S2.11 RESERVED FOR FUTURE USE

(C, D)

(D)

(D)

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First Revised Sheet 6

S2. BASIC LOCAL EXCHANGE SERVICE

S2.11 RESERVED FOR FUTURE USE

(C,D)

(D)

(D)

S2.12 DUAL PARTY RELAY SERVICE

The Company has agreed to absorb the charges for Dual Party Relay Service.

A. Application

For the purposes of this Section, the following definitions, rules and regulations are applicable, in addition to the definitions contained in Section 9 and to the rules and regulations contained in Section 8 of this Tariff. In the event of any conflict between the provisions of this Section and the provisions of Sections 8 and 9, then the provisions of this Section shall prevail.

B. Description of Service

Dual Party Relay permits the hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. Communication takes place when a communications assistant relays conversations (voice to TDD or TDD to voice). These calls are between one party who must communicate by means of a TDD and another who communicates by means of an ordinary telephone. Messages are rated from the rate center of the calling party to the rate center of the called party.

C. Definitions

Alabama Relay Center - A center located at a predetermined point outside the Brindlee Mountain Telephone Network, staffed with communications assistants of a predetermined carrier, which permits the hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones.

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Original Sheet 7

## S2. BASIC LOCAL EXCHANGE SERVICE

### S2.12 DUAL PARTY RELAY SERVICE (Cont'd)

#### C. Definitions (Cont'd)

Bill to Third Party - A billing arrangement which permits a long distance "voice to TDD" or "TDD to voice" call to be charged to an authorized station, as determined by the Company, other than the station originating the call or the station where the call is terminated. These calls may be billed only to a third number within Alabama.

Person-To-Person Call - A MTS (Long Distance Message Telecommunications Service) class of service where the person originating the "voice to TDD" or "TDD to voice" call specifies to the communications assistant at the Alabama Relay Center a particular person to be reached. When the person originating such a call agrees to talk to anyone other than the one specified, the classification of the call remains person to person.

Station-To-Station Call - A MTS (Long Distance Message Telecommunications Service) class of service where the person originating the "voice to TDD or TDD to voice" call gives to the communications assistant at the Alabama Relay Center the telephone number of the desired station, and does not specify a particular person to be reached.

- "Dial Station" is that Station-to-Station Service in which a call is dialed by the customer, except when an operator assists in the completion of calls between hearing and speech impaired Customers who use Telecommunications Devices for the Deaf (TDD), and users of ordinary telephones.
- "Customer Dialed Calling Card Station" is that Station-to-Station service in which a call is dialed by the customer, except when an operator assists in the completion of calls between hearing and speech impaired Customers who use Telecommunications Devices for the Deaf (TDD), and users of ordinary telephones.

The use of this calling service limits the billing of calls through the Alabama Relay Center to an Alabama Calling Card Number.

#### D. Restrictions

The following calls may not be placed through the Alabama Relay Center:

- Calls to 976, 900 or 700 numbers.
- Calls to time or weather recorded messages.
- Calls to other informational recordings.
- Station sent paid calls from coin telephones.
- Operator handled conference service and other teleconference calls.
- All calls billed to Cards (i.e., Credit Cards and Calling Cards) other than those assigned by the Telephone Company.

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Section 2  
Fourth Revised Sheet 8

S2. BASIC LOCAL EXCHANGE SERVICE

S2.13 LIFELINE ASSISTANCE PROGRAM

Lifeline Assistance is a government assistance program developed to reduce rates for primary residential telephone service and broadband Internet access service to qualifying subscribers who receive income-based benefits. The Company participates in this assistance program to increase the availability of telecommunications services to all consumers in its serving areas. (N)  
(N)

A. General

Lifeline Assistance reduces an eligible customer's monthly rates for basic voice telephone service or broadband Internet access service. An eligible customer receives one federally subsidized credit per month toward the cost of voice telephone service or broadband Internet access service. (C,N)

- 1. Where available, the broadband Internet access service provides a minimum broadband speed of 10 Mbps downstream/1 Mbps upstream and a minimum usage allowance of 150 Gigabytes per month. Dial-up service does not qualify as a broadband Internet access service for purposes of Lifeline Assistance. See the Company's Price List for a description of broadband service offerings. (C,N)

B. Regulations

To constitute a qualifying low-income customer eligible to receive Lifeline services, a customer must meet the requirements set forth in either paragraph 1. or 2. below:

- 1. A customer's household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size;
  - a. For purposes of these rules, "income" means gross income as defined under Section 61 of the Internal Revenue Code, 26 U.S.C. § 61, for all members of the household. This means all income actually received by all members of the household from whatever source derived, unless specifically excluded by the Internal Revenue Code, Part III of Title 26, 26 U.S.C. § 101, et seq. (C,N)  
(C,N)
  - b. A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen (18) years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen (18) living with their parents or

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First Revised Sheet 8A

S2. BASIC LOCAL EXCHANGE SERVICE

S2.13 LIFELINE ASSISTANCE PROGRAM (Cont'd)

B. Regulations (Cont'd)

1. (Cont'd)

b. guardians are considered to be part of the same household as their parents or guardians.

2. Lifeline Assistance is also available to all qualified residential customers who currently participate in any of the following programs: Medicaid, Supplemental Nutrition Assistance Program ("SNAP"), Supplemental Security Income ("SSI"), Federal Public Housing Assistance ("FPHA") and Veterans and Survivors Pension Benefit. A subscriber will also be considered to be eligible even if he does not personally participate in any of these programs, so long as an individual who lives in his household participates in at least one of the qualifying programs. (C,N) (C,N) (T)

3. In addition to meeting the qualifications provided in paragraph 1. or 2. of this section, in order to constitute a qualifying low-income customer, a customer must not already be receiving a Lifeline service, and there must not be anyone else in the subscriber's household subscribed to a Lifeline service.

4. Qualifying subscribers must provide the Company with acceptable documentation as proof of their eligibility to receive Lifeline service under the income-based or program-based requirements; the documentation must be securely retained by the Company. If the Company has a reasonable basis to believe that the subscriber no longer meets the qualifying criteria for Lifeline service, the Company must notify the subscriber of impending termination of the subscriber's Lifeline service in writing separate from the subscriber's monthly bill. If the subscriber fails to provide proof of eligibility within thirty (30) days following the Company's written request to the subscriber to recertify eligibility, the credit will be discontinued on the bill and the subscriber will be de-enrolled from the Lifeline program within five (5) business days after the expiration of the subscriber's time to respond to the request. (C,N) (C,N)

5. If the Company receives notification from the program administrator that the subscriber is receiving Lifeline service from another eligible telecommunications carrier or that more than one member of a subscriber's household is receiving Lifeline service, the subscriber will be de-enrolled from Lifeline Assistance without notice within five (5) business days following the Company's receipt of the program administrator's notification. (T)

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Fourth Revised Sheet 9

**S2. BASIC LOCAL EXCHANGE SERVICE**

**S2.13 LIFELINE ASSISTANCE PROGRAM (Cont'd)**

**B. Regulations (Cont'd)**

6. The Company will confirm a subscriber's continued eligibility to receive Lifeline service on an annual basis by requiring the subscriber to sign a certification as to his/her present qualifications for Lifeline service. The Company must notify the subscriber in writing separate from the subscriber's monthly bill that failure to respond to the recertification request will trigger de-enrollment. If the subscriber fails to provide proof of eligibility within sixty (60) days following the company's written request to the subscriber to recertify eligibility, the credit will be discontinued on the bill and the subscriber will be de-enrolled from the Lifeline program within five (5) business days after the expiration of the subscriber's time to respond to the recertification efforts. (N)
7. A subscriber who requests de-enrollment must be de-enrolled by the Company within two (2) business days after the request.
8. The Company will not provide Lifeline benefits to subscribers who:
  - a. have used the Lifeline benefit to enroll in a qualifying Lifeline-supported broadband Internet access service offering with another Lifeline provider within the previous twelve (12) months; or
  - b. have used the Lifeline benefit to enroll in a qualifying Lifeline-supported voice telephone service offering with another Lifeline provider within the previous sixty (60) days.
9. A subscriber may receive Lifeline benefits prior to completion of the twelve (12)-month period or the sixty (60)-month period only if:
  - a. the subscriber moves his residential address;
  - b. the subscriber's current provider ceases operations or otherwise fails to provide service;
  - c. the provider has imposed late fees for non-payment greater than or equal to the monthly end user charge for the supported service; or
  - d. the subscriber's current provider is found to be in violation of the FCC's rules during the twelve (12)-month period, and the subscriber is impacted by the violation. (N)

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Original Sheet 9A

S2. BASIC LOCAL EXCHANGE SERVICE

S2.13 LIFELINE ASSISTANCE PROGRAM (Cont'd)

B. Regulations (Cont'd)

9. (Cont'd)

If the subscriber transfers his Lifeline benefit pursuant to this paragraph, the subscriber's Lifeline benefit will apply to the newly selected service until the end of the original twelve (12)-month period, and the subscriber will not be required to recertify until the end of the original twelve (12)-month period. The subscriber's original provider must provide the subscriber's eligibility records to either the subscriber's new provider or the subscriber to comply with the twelve (12)-month service period.

(N)  
|  
(N)

10. The Company will process all applications and apply the appropriate credit on the customer's monthly bill. A secondary service charge is not applicable for existing customers who subscribe to Lifeline Assistance.

(T,M)

11. As a participant in Lifeline Assistance, customers are eligible to receive Toll Limitation Service at no charge for any Lifeline voice telephone service that charges a fee for toll calls, either domestic or international, that is in addition to the monthly price of the customer's Lifeline service. This service will only be provided at the customer's request and is limited to plans that distinguish between local and long-distance calling.

(T)  
(T)

12. Local service deposit requirements will be waived for customers who voluntarily receive Toll Limitation Service.

(T)

13. Participants in Lifeline Assistance shall not be disconnected from Local Service for non-payment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges. The Company may require customers whose otherwise eligible household member has previously unpaid toll charges to subscribe to toll blocking prior to being accepted as eligible for Lifeline service. Lifeline Assistance will not be connected if an outstanding balance is owed by the customer for local service.

(T)

14. Partial payments that are received from Lifeline voice telephone customers will first be applied to local service charges and then to any outstanding toll charges.

(T)

(D)  
(D,M)

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GENERAL SUBSCRIBER SERVICES TARIFF

Brindlee Mountain Telephone LLC

Section 2  
Original Sheet 10

S2. BASIC LOCAL EXCHANGE SERVICE

S2.13 LIFELINE ASSISTANCE PROGRAM (Cont'd)

B. Regulations (Cont'd)

- 15. Lifeline subscribers may apply their Lifeline discount to voice telephone service, broadband Internet access service, or a bundle of broadband Internet access service and voice telephone service; and plans that include optional calling features, such as, but not limited to, caller ID, call waiting, voicemail, and three-way calling. The Lifeline discount may also be applied to family shared data plans. The calling plan must be in the name of the eligible subscriber, and a household may receive only one Lifeline supported service. Partial payments from Lifeline subscribers purchasing bundled packages or packages containing optional calling features will first be applied to pay down the allocated price of the Lifeline supported services.
- 16. The PICC will not be billed to Lifeline customers who subscribe to toll blocking and do not presubscribe to a long distance carrier.

(D, M)

(D)

(C,N)

(C,N)

(T)

C. Credits

The following monthly credit will apply for each customer eligible for Lifeline Assistance:

	<u>Monthly Credit</u>
a. Federal Credit	\$ 9.25

The maximum Lifeline Assistance credit available to Alabama customers is \$9.25 per month.

Credit amount will not exceed the basic charge for local telephone service, which includes the Subscriber Line Charge, access line and local usage, or for the Company's listed charge for the subscribed service offering or for similar offerings subscribed to by customers who do not qualify for Lifeline Assistance.

(N)

(N,M)

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(D)

(D)

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Section 3  
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S3. SERVICE CONNECTION CHARGES

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**GENERAL SUBSCRIBER SERVICES TARIFF**

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Original Sheet 1

S3. SERVICE CONNECTION CHARGES

S3.1 GENERAL

- A. Service charges are the nonrecurring charge or charges applied ordered or connected into service at the customer's request. These include charges for initial commencement of service, changes, restoration, and rearranging of service or facilities.
- B. Service charges may be paid in advance or billed to the customer on a subsequent monthly statement.
- C. In all cases where special and unusual construction or installation is required, such charges are in addition to the prescribed service charges.

S3.2 DEFINITIONS

- A. Service Order Work Charge: The charge that applies for work performed by the Company in connection with the receiving, recording and processing of customer request for service.
  - 1. Primary Service Order: The service order charge associated with the establishment of an exchange access line.
  - 2. Secondary Service Order: The service order charge associated with subsequent requests concerning existing telephone service.
- B. Central Office Work Charge: The charge applied to work associated with testing and connection functions required within the central office.
- C. Access Line Connection Charge: The charge applied to work associated with making and changing connections on the circuit between the serving central office up to and including the protector on the customer's premises.
- D. Premises Visit Work Charge: Applies to work performed at the premise location of the customer.
- E. Returned Check Charge: The charge applied to each check or bank draft returned by your financial institution, (i.e., insufficient funds, account closed, stop payment).
- F. Installation Charge: The charge applied to the provision of certain items of equipment or facilities and is in addition to applicable service charges. These charges are identified and presented throughout this Tariff as a part of the offering.

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## S3. SERVICE CONNECTION CHARGES (CONT'D)

### S3.2 DEFINITIONS (CONT'D)

- G. Restoration and Suspension Charge: The charge applied for restoration of service after suspension for nonpayment or to the suspension of service temporarily at the request of the customer.
- H. Termination Charge: The charge applied when a customer discontinues an item of service or equipment prior to the expiration for the initial service period designated for such item.
- I. Number Change Charge: The Charge applied when a customer request a change in their telephone number.

### S3.3 APPLICATION OF SERVICE CHARGES

#### A. General

1. Service charges as used herein and in other sections of this Tariff are applicable to the ordering, connecting, moving, changing, rearranging and furnishing of telephone service and other telephone facilities and service. The charges apply as follows except as provided hereinafter in other sections of this Tariff.
2. Service order charges are applicable to the following services:
  - a) All Classes of Basic Local Exchange Service
  - b) Telephone Answering Service
  - c) Miscellaneous Service Arrangement
3. Where the service desired necessitates the use of more than one item of service subject to the service charge, the total charge is the sum of the separate service charge for each item of service charge for each item of service furnished except as hereinafter provided.
4. When service is re-established at a location which has been destroyed or made untenable by fire, wind or flood, service charges for connection, move or change do not apply when service is re-established within a reasonable time. If the subscriber desires service at a new location for temporary period, service charges for connection will apply for the establishment of service at a temporary location but no service change will apply when service is re-established at the former location.
5. Service charges may be paid at the time of application of service or as otherwise provided herein.
6. Service charges apply to changing or adding custom calling features, number changes or any other miscellaneous service as specified in the Tariff.
7. Where service is established at a concession rate as set forth in this Tariff, no concession is allowed from the regular service charges.

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### S3. SERVICE CONNECTION CHARGES (CONT'D)

#### S3.3 APPLICATION OF SERVICE CHARGES (CONT'D)

##### B. Application

1. Primary Service Order - Applies for establishing an exchange access line. The charge includes service ordering, central office work, exchange access line connection and a standard network interface. When more than one exchange line is requested at the same premises, a separate order shall apply for each access line.
2. Secondary Service Order - Applies per customer request for changes in existing service. The charge is specified when applicable to a particular service. This charge is applied to, but is not limited to, changes in miscellaneous directory listing, number changes, restrictions and calling features.
3. Central Office Work Charge - Applies for work in the central office necessary to effectively accommodate the customer's request for service.
4. Access Line Connection Charge - Applies to the connection of local exchange lines, outside extension lines and any other services requiring a drop wire.
5. Premise Visit Work Charge - Applies per customer request, per Company employee performing billable work on the customer's premises or as otherwise stated herein. The sum of their time is used to determine the number of 30-minute increments to be billed. Only one initial increment is to be billed per customer request except when the customer specifically requests additional employees, the initial increment charge will also apply per additional Company employee specifically requested. The Premise Visit Work Charge specifically applies, but is not limited to, to the following:
  - a) Installing, moving or rearranging a network interface device beyond a minimum point of penetration.
  - b) Installing underground drops or other underground facilities.
  - c) Rearranging or moving an aerial or underground drop wire or other facilities.
  - d) Isolating troubles at the customer's premise.
  - e) Installing underground drops when an existing conduit will not accommodate additional facilities.
  - f) Billable work performed by a company employee located at a company-work-station, i.e. labor for researching and providing the required information that may be requested by a subpoena.
  - g) All other billable work requests not contemplated or provided hereinafter in other sections of this Tariff.
6. Restoration and Suspension Charge - This charge is made up of a Service Order Work Charge; and in most instances, is applied as follows:
  - a) Restoration of service after suspension for nonpayment has occurred.

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S3. SERVICE CONNECTION CHARGES (CONT'D)

S3.3 APPLICATION OF SERVICE CHARGES (CONT'D)

B. Application

6. (Cont'd)

a) (Cont'd)

- 1) If paid within five days of suspension, the Secondary Service Order shall apply. If paid after five days of suspension, the Primary Service Order shall apply. As to the suspension of services temporarily at the request of the customer, the Secondary Service Order shall apply.
7. Termination Charge - Applies when a customer terminates a service that bears a basic termination liability prior to the expiration of the initial service period specific for that service
8. Number Change Charge - Applies when a customer requests a change in their telephone number.

C. Exceptions; Service Connection Charges do not apply for:

1. Changing the primary listing of a residence customer to the name of the remaining spouse in event of death or divorce of the spouse currently listed.
2. Request for establishing Lifeline on an existing residence service
3. Requests for full or partial disconnection, unless a termination charge applies.
4. Changing telephone numbers when, in the judgment of the company, such changes are necessary for continuation of satisfactory service.
5. Other changes in telephone service when, in the judgment of the company, such changes are necessary for continuation of satisfactory service.
6. Underground drops or other underground facilities when a customer-provided conduit is buried and installed thirty(30) inches below ground level, as follows: The conduit must be a one(1) inch, sunlight resistant pipe(schedule 40) with a 90 degree sweep at each elbow and with a usable pull string inside. The pipe must be stubbed up a minimum of three(3) feet above the ground at the power meter and five(5) feet above the ground at the utility pole. It must be for telephone-company-use only-no TV Cable. The customer's installation of the conduit must be inspected and approved by a Company representative.

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Brindlee Mountain Telephone LLC

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First Revised Sheet 5

S3. SERVICE CONNECTION CHARGES (CONT'D)

S3.4 RATES

	<u>Residence</u>	<u>Business</u>	
A. Service Order Work Charge			
1. Primary Service	\$50.00(*)	\$67.70(*)	(I)
2. Secondary Service	\$26.60(**)	\$46.00(**)	
B. Central Office Work Charge	(*)	(*)	
C. Access Line Connection Charge	(*)	(*)	
D. Premise Visit Work Charge			
(a/k/a Maintenance of Service Charge)			
1. First 30-minute increment or fraction thereof	\$50.00	\$50.00	(I)
2. Each additional 30-minute Increment or fraction thereof	\$50.00	\$50.00	(I)
3. Material	Based on Cost	Based on Cost	
E. Returned Check Charge	\$30.00	\$30.00	
F. Installation Charge	(***)	(***)	
G. Restoration of Suspended Service			
1. Nonpayment			
a) If paid within five days:	\$26.00	\$26.00	
b) If paid after five days:	\$50.00	\$67.70	(I)
H. Termination Charge	(***)	(***)	
I. Number Change Charge	\$25.00	\$25.00	(R)

(\*) The Central Office Work Charge and Access Line Connection Charge are included in the Service Order Work Charge for Primary Service. Correspondingly, the Primary Service Order Charge shall apply for establishing an exchange access line from the serving central office and up to and including the protector (a/k/a the network interface) at the customer's premises.

(\*\*) In instances where a Residence or Business Secondary Service Order is only for adding or changing any of the following, the applicable rate shall be reduced as follows for the applicable Secondary Service Order Charge: (T)

- Calling Feature(s): \$12.00 for Residence and Business (N)
- How a customer's name appears on an account, or in the Directory: \$10.00 Residence \$15.00 Business (N)
- An ownership change: \$10.00 Residence \$15.00 Business (N)

The Secondary Service Order Charge includes any associated Central Office Work Charges that may be associated with the provisioning of service.

(\*\*\*) Where applicable, charges are identified and presented throughout this Tariff as a part of the offering of individual items of equipment or of service/features.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

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### S4. MISCELLANEOUS SERVICE ARRANGEMENTS

#### S4.1 CUSTOM CALLING SERVICES

##### A. Basic Custom Calling Services

Basic Custom Calling Services are a group of central office call management features offered in addition to basic telephone service. They are as follows:

##### 1. Call Forwarding

Call Forwarding service is an arrangement whereby incoming calls may be transferred to another telephone number. All Call Forwarding calls are subject to local and long distance message charges, transmission limitations and the use of Call Forwarding features in combination with other Call Forwarding features. In instances where the customer subscribes to Call Forwarding Variable and other Call Forwarding Services, Call Forwarding Variable will take precedence. The types of Call Forwarding service are as follows:

##### a. Busy Line Call Forwarding

This feature provides for calls terminating to a customer's busy telephone line to be forwarded to another telephone number. The Telephone Company sets up the Call Forwarding telephone number as per the customer's initial application for service. Changes to the call forwarding telephone number set up are subject to the Telephone Company's appropriate Service Connection Charges described in Section 3 of this Tariff.

##### b. Variable Call Forwarding - This feature provides for transferring incoming calls to another telephone number by dialing an activation code and the telephone number of the service to which calls are to be transferred. The customer enters the telephone number to where calls will be forwarded and controls the activation and deactivation of this feature by entering a code.

##### c. Don't Answer Call Forwarding - This feature provides for calls terminating to a customer's idle telephone line to be forwarded to another telephone number after a preselected number of rings. The Telephone Company sets up the Call Forwarding telephone number as per the customer's initial application for service. Changes to the call forwarding telephone number set up are subject to the Telephone Company's

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 CUSTOM CALLING SERVICES (Cont'd)

A. Basic Custom Calling Services (Cont'd)

1. Call Forwarding (Cont'd)

c. Don't Answer Call Forwarding (Cont'd)

appropriate Service Connection Charges described in Section 3 of this Tariff.

d. Remote Call Forwarding Activation - This feature provides a customer with the capability to activate and deactivate Variable Call Forwarding remotely from a telephone station equipped with touchtone service.

2. Call Waiting/Cancel Call Waiting

Call Waiting is an arrangement whereby a customer who is using an exchange line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer, by flashing the switchhook, is able to have alternative conversation between parties. Cancel Call Waiting permits the customer to temporarily disable Call Waiting on per call basis by dialing a deactivation code prior to placing a call.

3. Speed Calling

Speed Calling is an arrangement which provides for the calling of a telecommunications network telephone number by dialing an abbreviated code. Two arrangements are available, either an eight-code capacity or a thirty-code capacity, but not both on the same line.

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### S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

#### S4.1 CUSTOM CALLING SERVICES (Cont'd)

##### A. Basic Custom Calling Services (Cont'd)

###### 4. Three-Way Calling

Three-Way Calling permits an existing call to be held and a second call to be established and added to the connection for conferencing. Conference calls made with this service are subject to transmission limitations.

###### 5. Call Transfer

This is an arrangement that enables a customer to receive or originate calls on their number and transfer that call to a second number. This is done by a switchhook of the receiver button and dialing the third party's number. The subscriber hangs up the phone leaving the two parties connected. Call Transfer can only be used in connection with individual line service and both lines must be served by this telephone company.

B. Advanced Custom Calling Services, a/k/a StarPlus, is a group of central office call management features offered in addition to basic telephone service. StarPlus service consists of the following features:

###### 1. MultiRing

This feature provides two or more different Directory Numbers and rings for a single telephone line. These Directory Numbers are further described as a Master Line Number and one or more Dependent Line Numbers. Each Directory Number is assigned a distinctive ring which allows the customer to determine the Directory Number that was called.

Specific Feature Interactions, Conditions and Limitations:

- a. In instances where the MultiRing customer also subscribes to Call Waiting, MultiRing will also provide distinctive call waiting tones for each of the different Directory Numbers.
- b. Regardless of the number of Directory Numbers assigned to a line, the Master Line Number and the Dependent Line Numbers are restricted to only one set of custom calling features.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.1 CUSTOM CALLING SERVICES (Cont'd)

B. Advanced Custom Calling Services (Cont'd)

1. MultiRing (Cont'd)

c. When subscribing to MultiRing, Call Forwarding customers must choose one of the following Call Forwarding options:

1. All telephone numbers associated with the MultiRing feature will be forwarded to a single number when Call Forwarding is activated.
2. The Master Line Number will only be forwarded when Call Forwarding is activated. The Dependent Line Numbers will continue to ring and may be answered at the customer's premises.

d. In instances where the customer may wish to change the preceding Call Forwarding options, a service order will be necessary and the appropriate Service Connection Charges, described in Section 3 of this Tariff, shall apply.

e. No distinctive ringing will be provided on calls that are Call Forwarded.

f. MultiRing must be ordered with either one, two or three Dependent Line Numbers.

g. MultiRing customers will be entitled to one directory listing for the Master Line Number and each Dependent Line Number(s). Listings for MultiRing are subject to regulations specified in Sections 8 and 10 of this Tariff. Other listings will also be provided under the terms and conditions described in Section 10 of this Tariff.

2. Call Selector a/k/a Distinctive Ringing

This feature provides a distinctive ringing pattern to the subscribing customer for up to three specific telephone numbers.

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Original Sheet 5

S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.1 CUSTOM CALLING SERVICES (Cont'd)

B. Advanced Custom Calling Services (Cont'd)

2. Call Selector a/k/a Distinctive Ringing (Cont'd)  
The customer creates a screening list of up to three telephone numbers through an interactive dialing sequence. When a call is received from one of the predetermined telephone numbers, the customer is alerted with a distinctive ringing pattern. Calls from telephone numbers not included on the screening list will produce a normal ring.

Specific Feature Interactions, Conditions and Limitations:

- a. If the customer subscribes to Call Waiting and a call is received from a telephone number on the screening list while the line is in use, the Call Waiting tone will also be distinctive.
- b. When a telephone number on the Call Selector screening list also appears on the Selective Call Forwarding list, the Selective Call Forwarding will take precedence. Likewise, when the same number is shown on the Call Block list, the call will be blocked.
- c. A customer's line will not produce a distinctive alert if the calling line is not referenced to and originated by the main telephone number or an identified telephone number, that represents all the lines in a collection of lines, such as multiline hunt groups.

3. Call Return

This feature enables a customer to place a call to the telephone number associated with the most recent call received whether or not the call was answered or the number is known. The customer can dial a code to request that the network place the call.

If the called line is not busy, the call is placed. If the called line is busy, a confirmation announcement is heard, the customer hangs up and a queuing process begins. If during the queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the

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### S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

#### S4.1 CUSTOM CALLING SERVICES (Cont'd)

##### B. Advanced Custom Calling Services (Cont'd)

##### 3. Call Return (Cont'd)

telephone the call will automatically be placed.

##### 4. Repeat Dialing

This feature, when activated, automatically redials the last number the customer attempted to call. If the called line is not busy, the call will be placed.

If the called line is busy, a confirmation announcement is heard, the customer hangs up and a queuing process begins. If during the queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone the call will automatically be placed.

##### 5. Call Block

This feature provides the customer with the ability to prevent incoming calls from up to ten different telephone numbers.

A screening list is created by the customer either by adding the last number associated with the line or by pre-selecting the telephone numbers to be blocked. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement indicating that the party he is attempting to call does not wish to receive his call at this time.

##### Feature Interactions:

- a. If the customer also subscribes to Selective Call Forwarding and/or Call Selector and the same telephone number appears on those screening lists, Call Block will take precedence.
- b. This feature will not work if the incoming call is from a telephone number in a multiline hunt group unless the telephone number is the main telephone number in the hunt group, or is telephone number identified.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.1 CUSTOM CALLING SERVICES (Cont'd)

B. Advanced Custom Calling Services (Cont'd)

6. Caller I.D. Features

- a. Caller I.D. Basic (Number Delivery) - This feature is an arrangement which permits a customer with Local Exchange Service other than foreign central office service to receive the calling telephone number for calls placed to the customer. The calling telephone number will be forwarded from the terminating central office to compatible customer provided display equipment associated with a customer's Local Exchange Service. The calling telephone number will be delivered during the first silent interval of ringing. For calls originating from a line within a multiline hunt group, only the main telephone number will be delivered. If the calling telephone number is not available for forwarding to the called party, the customer's display device will record the time of day and date, and show "OUT OF AREA" or in other instances, dashes (--- ----) or other similar indicators, for the non-available numbers. The calling telephone number is unavailable from calls made via some large PABX systems within the Telephone Company's equipped offices, operator handled or credit card calls; and in most instances, unavailable from most cellular radio and long distance calls. In addition, compatible customer provided display equipment is required for this service.

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

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.1 CUSTOM CALLING SERVICES (Cont'd)

B. Advanced Custom Calling Services (Cont'd)

6. Caller I.D. Features (Cont'd)

Telephone numbers transmitted via the Caller I.D. feature are intended solely for the use of Caller I.D. and the resale of this information is prohibited by this Tariff.

- b. Caller I.D. Deluxe (Name and Number Delivery) allows the customer to received both the calling telephone number and the directory name of the calling party. The provisions described in the preceding Caller I.D. Basic (Number Delivery) description shall also apply to Caller I.D. Deluxe (Number and Name Delivery).
- c. Caller I.D. Blocking Per Call - This allows a single-line customer to make a call and temporarily mark the delivery of his/her calling identification (calling telephone number and/or the directory name) as "private" to the next person he/she is calling. This is accomplished on an as needed basis by dialing "Star" (\*) 67 from touchtone telephones or 1167 from rotary telephones prior to making a call. This action must be repeated each time a call is made to prevent the delivery of the telephone number and/or the directory name.

This feature will be available without presubscription, and at no charge.

Feature Interactions:

- 1. Call Return - The terminating central office will recognize this "private" marking and cause the voice announcement system to say the number cannot be announced.
- 2. Call Block - The terminating central office will recognize this "private" marking and if the number is entered onto the screening list automatically (not by dialing the digits), the voice announcement system will say the number cannot be announced during the screen list editing review. The calling number, however, will

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.1 CUSTOM CALLING SERVICES (Cont'd)

B. Advanced Custom Calling Services (Cont'd)

6. Caller I.D. Features (Cont'd)

c. (cont'd)

be matched against the customer's screening list and routed accordingly.

3. Caller I.D. - The terminating central office will recognize this "private" marking and transmit that signal to the display device, which in turn will display "P", "Private," or "Private Number" or such similar indicator on that call.

4. Call Tracing - This feature is unaffected, and will record the calling number.

d. Caller I.D. Anonymous Call Rejection - This feature is an arrangement, available to Caller I.D. customers and non-Caller I.D. customers, that allows a called party to reject calls from parties that have activated blocking features to prevent the display of their telephone numbers and /or directory name to Caller I.D. customers. When Caller I.D. Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and/or directory name. The calling party will be instructed to hang up and place the call again, without activating the blocking feature. Customers may activate or deactivate this arrangement by dialing a preassigned activation code.

This feature will be available subject to the availability of facilities at no charge to Caller I.D. Basic and Deluxe customers. A charge will apply to non-Caller I.D. customers who subscribe to the Caller I.D. Anonymous Call Rejection feature.

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### S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

#### S4.1 CUSTOM CALLING SERVICES (Cont'd)

##### B. Advanced Custom Calling Services (Cont'd)

###### 7. Selective Call Forwarding

This feature allows the customer to transfer selected calls to another telephone number. A screening list of up to ten numbers is created by the customer and placed in the network memory via an interactive dialing sequence. Subsequently, calls are forwarded to the Call Forwarding telephone number only if the calling number can be obtained and is found to match a number on the screening list.

In addition, the following limitation apply to Selective Call Forwarding:

- a. If the customer also subscribe3d to Call Block and the same telephone number is entered on both screening lists, the Call Block feature must be deactivated to allow the call to forward.
- b. This feature will not work if the calling line is not referenced to and originated by the main telephone number, or an identified telephone number that represents all the lines in a collection of lines such as multiline hunt groups.

###### 8. Call Tracing

This feature enables the customer to initiate an automatic trace of the last call received. By activating the Call Tracing feature, the customer automatically authorizes the Telephone Company to store the results of any and all traces initiated by the customer in the Telephone Company's switching office. The stored trace results will contain the telephone number of the last call received and time the trace was made. For the Telephone Company to release the stored results to the appropriate law enforcement agency, the Telephone Company must be in receipt of a subpoena for the trace results. In the event the customer does not contact the Telephone Company within ten (10) days after activating a call trace, the trace results will be automatically deleted from the system. The

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.1 CUSTOM CALLING SERVICES (Cont'd)

B. Advanced Custom Calling Services (Cont'd)

8. Call Tracing (Cont'd)

customer further acknowledges his/her understanding that under no circumstances will trace results be provided directly to the customer.

In addition, the following limitations apply to Call Tracing:

- a. Only calls from within the Telephone Company's local exchange area are traceable using Call Tracing.
- b. Call Tracing will not work if the incoming call is from a telephone number in a multiline hunt group, unless the telephone number is the main telephone number in the hunt group, or is telephone number identified.
- c. If the customer makes or receives another call after hanging up from the annoying call, prior to activating the trace, Call Tracing will not record the correct number.

9. Selective Call Acceptance

This feature allows a customer to select up to ten telephone numbers from which calls are to be received. All other calls are intercepted and routed to a recorded announcement that informs the caller the customer is not accepting calls. Calls from numbers outside the Telephone Company's local exchange area will ring normally.

Feature interactions: Selective Call Acceptance takes precedence over Call Block, Selective Call Forwarding and Call Selector.

10. Call Waiting Deluxe

This feature enables the customer to view, on a customer provided display device, the calling party directory name and directory number on incoming telephone calls both when the subscriber's line is in use and when it is not in use. The date and time of the call is also transmitted to the subscriber of

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.1 CUSTOM CALLING SERVICES (Cont'd)

B. Advanced Custom Calling Services (Cont'd)

10. Call Waiting Deluxe (Cont'd)

this feature. A maximum of 15 characters is allowed for transmission of the calling party directory name. In addition, the following amenities and/or conditions shall apply to Call Waiting Deluxe.

- a. When the Call Waiting Deluxe customer's line is not in use, the directory name and directory number of the line that originated the incoming call and the date and time of the call will be displayed on the called customer provided display device during the first long silent interval of the ringing cycle.
- b. When the Call Waiting Deluxe customer's line is in use, the directory name and directory number of the line that originated the incoming call and the date and time of the call will be displayed on the called customer provided display device following the waiting call alerting tone.
- c. The called party has the following options for disposition of the incoming call:
  - (1) Answer the waiting call while placing the original call on hold.
  - (2) Alternate between the waiting call and the original call, and
  - (3) Ignore the waiting call.
- d. If the incoming call is from a caller who subscribes to MultiRing, the name and number transmitted will always be the main directory listing information rather than the MultiRing listed name and number.
- e. If the incoming call originates from a multi-line hunt group, the name and number transmitted will always be the main listed directory name and number for the hunt group, unless, facilities permitting, the lines are telephone identified with the group.

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### S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

#### S4.1 CUSTOM CALLING SERVICES (Cont'd)

##### B. Advanced Custom Calling Services (Cont'd)

##### 10. Call Waiting Deluxe (Cont'd)

- f. If the incoming call is from a caller served by a PBX, generally only the main listed name and number of the PBX will be transmitted and available for display. However, in certain circumstances where facilities permit, the information associated with the actual station originating the call may be transmitted and available for display.
- g. If the calling telephone number is not available for forwarding to the called party, the customer's display will record the time of day and date, and show "OUT OF AREA" or in other instances, dashes (-----) or other similar indicators, for the non-available numbers.
- h. Any customer subscribing to Call Waiting Deluxe will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of the equipment to function in conjunction with the feature specified, herein, will be the responsibility of the customer. The company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.
- i. Telephone numbers and directory names transmitted via Call Waiting Deluxe are intended solely for the use of the Caller ID function of this calling feature.
- j. The Call Waiting function of this feature may be activated or deactivated at the customer's discretion through the use of preassigned feature access codes.
- k. Call Waiting Deluxe also includes Anonymous Call Rejection where facilities are available. Anonymous Call Rejection allows the customer to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party. Anonymous Call Rejection may be activated or deactivated at the customer's discretion through the use of preassigned feature access codes. When activated and an incoming call marked "private"

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.1 CUSTOM CALLING SERVICES (Cont'd)

B. Advanced Custom Calling Services (Cont'd)

10. Call Waiting Deluxe (Cont'd)

k. (Cont'd)

is received, the calling party's telephone number will not ring. Correspondingly, the call is routed to an announcement and subsequently terminated. The announcement informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number is not delivered. Incoming calls are checked for acceptance or rejection by Anonymous Call Rejection regardless of the current state of the calling party's line i.e. off hook or idle.

C. Conditions and Limitations

1. Custom Calling Services consist of optional service features for use in connection with a customer's local exchange service.
2. Custom Calling Services may be associated with residence and business individual line service excluding Access Line Service for Customer-Provided Public Telephones.
3. Custom Calling Services require special facilities and will be provided only where such facilities are available.
4. Advanced Custom Calling Services, a/k/a StarPlus, is provided subject to the availability of facilities. Additionally, the features described will only operate on calls originating and terminating within the Telephone Company's local exchange area. Also, feature screening lists can only contain telephone numbers of subscribers served out of the Telephone Company's local exchange area.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.1 CUSTOM CALLING SERVICES (Cont'd)

C. Conditions and Limitations (Cont'd)

6. Advanced Custom Calling Service, a/k/a StarPlus, will not work on an originating basis with Company provided Access Line Service for Customer-Provided Public Telephones.
7. Appropriate Service Connection Charges shall apply except during Company selected periods of special promotion. These charges will apply when the Company is required to restore functions that are disabled by the customer, i.e., reestablish screening lists.
8. Caller I.D. Basic and Deluxe are subject to the following Conditions and Limitations:
  - a. Caller I.D. Basic and Deluxe are available to single exchange line residence and business customers. Caller I.D. Basic and Deluxe are not available for lines equipped with Rotary arrangements.
  - b. As Caller I.D. Deluxe requires a special database to provide the transmitting of directory name, Caller I.D. Deluxe will be available only when such database becomes available.
9. In addition to the preceding, Caller I.D. Basic and Deluxe are subject to the following Conditions and Limitations:
  - a. Caller I.D. Blocking Per Line is available free of charge upon request to domestic violence intervention agencies, state and county departments of human resource shelters, the Attorney General Crime Victim Assistance office, and other such agencies, their employees and volunteers, or individuals where it is certified that the personal safety of these employees or individuals will be jeopardized without Per Line blocking.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.1 CUSTOM CALLING SERVICES (Cont'd)

C. Conditions and Limitations (Cont'd)

9. (Cont'd)

b. Caller I.D. Blocking Per Call is provided free of charge subject to availability of facilities where technically feasible. The Company assumes no liability for and will be held harmless from any incompatibility of the customer's provided equipment to perform satisfactory with the network features described herein.

c. Limitation of Liability

The Telephone Company will not be liable for any economic harm, personal injury, invasion of any right of privacy of any person, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by the Telephone Company's deliver or failure to deliver the telephone number and/or directory name of a calling party.

D. Rates

1. The following rates and charges are in addition to all other applicable rates and charges for service furnished.

		Monthly Rates Per C.O. Line	
a. Basic Custom Calling Services:		Residence (I)	Business (I)
Call Forwarding:			
-Variable.....	\$6.14		\$7.69
-Busy Line.....	\$3.03		\$4.59
-Don't Answer.....	\$3.03		\$4.59
-Remote Activation.....	\$6.14		\$7.69
Call Waiting/Cancel			
-Call Waiting.....	\$4.59		\$6.14
Speed Calling			
-Eight-code Capacity.....	\$3.03		\$3.09
-Thirty-code Capacity.....	\$4.59		\$6.14
Three-Way Calling.....	\$4.59		\$6.14
Call Transfer.....	\$4.59		\$6.14
		(I)	(I)

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.1 CUSTOM CALLING SERVICES (Cont'd)

D. Rates (Cont'd)

1. (Cont'd)

b. Advanced Custom Calling Services, a/k/a StarPlus:

	Monthly Rates Per C.O. Line	
	Residence (I)	Business (I)
MultiRing		
-1 Dependent Line Numbers..\$7.69		\$9.23
*-2 Dependent Line Numbers..\$9.23		\$10.78
*-3 Dependent Line Numbers..\$10.78		\$12.34
Call Selector.....\$6.14		\$7.69
Call Return.....\$6.14		\$7.69
Repeat Dialing.....\$6.14		\$7.69
Call Block.....\$6.14		\$7.69
Caller I.D. Features		
-Caller I.D. Basic.....\$9.23		\$10.78
-Caller I.D. Deluxe.....\$10.78		\$12.34
Caller I.D. Anonymous Call Rejection		
-without Caller I.D.....\$6.14		\$7.69
Selective Call Forwarding.....\$6.14		\$7.69
Call Tracing.....\$6.14		\$7.69
Selective Call Acceptance.....\$6.14		\$7.69
Call Waiting/Caller ID Deluxe..\$13.88	(I)	\$15.45 (I)

\*Grandfathered to existing customers only.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.2 TOLL RESTRICTION SERVICES are categorized as either Outgoing or Inward and are further described as follows:

- A. Outgoing Toll Restriction is a service which prohibits certain types of outgoing calls from being originated over the customer's exchange line. The types of outgoing restrictions are described as follows:
1. Local, Only: Prohibits all outgoing calls with exception to calls to 911 or calls within the local calling area of the Company. The Company's local calling area is more specifically identified in Section S2.4.
  2. Local, Only and Allow 800: Prohibits all outgoing calls with exception to those calls described in paragraph S4.2.A.1. above and calls to 800 numbers.
  3. Local, Only with Authcode dialing: Customers must dial a four digit authorization code before outgoing calls will be completed. Exceptions: No four digit authorization code will be necessary to dial the company's local calling area, 911 or 800 numbers.
  4. Block 900, Only: Prohibits outgoing calls to 900 numbers. See Section S4.2.E.
  5. Block International, Only: Prohibits all outgoing calls when 011 is dialed.
  6. Block Area Calling Service (ACS), Only: Prohibits all outgoing calls to the company's Area Calling Service.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.2 TOLL RESTRICTION SERVICES (Cont'd)

B. Inward Toll Restriction is a service which prohibits certain types of inward calls from being terminated and/or billed to the customer's exchange. The types of inward restrictions that are generally available are described as follows:

1. 3<sup>rd</sup> Number, Only: 3<sup>rd</sup> Number calls originate and terminate to an exchange line other than the customers. The 3<sup>rd</sup> Number, Only restriction prohibits such calls from being billed to the exchange line of the customer.
2. Collect, Only: Prohibits the exchange line of a customer from receiving and being billed collect calls.

C. Conditions

1. This service is available to both residential and business exchange service.
2. Customers may subscribe to whichever restriction type meets their needs with the understanding that "Local, Only", "Local Only and Allow 800", and "Local, only with Authcode" are not compatible with each other; and when provisioning, only one of these restrictions and no other Outgoing Restriction may be provisioned on an exchange line.
3. Customers who subscribe to "Local, Only", "Local, Only and Allow 800" or "Local, Only with Authcode Dialing" shall have the responsibility to notify all users that an operator cannot be reached from their service.
4. Customers subscribing to Block Area Calling Service will not be charged.
5. Lifeline Customers subscribing to any Outgoing or Inward Toll Restrictions will not be charged an installation charge or monthly rate.
6. Customers wishing to restrict or choose not to have an InterLata Preferred Interexchange Carrier (also known as a no-pic) shall be billed the same rates as Local, Only.
7. The company shall not be liable to any person for damages of any nature arising out of, or resulting from, or in connection with the provision of this service, including without limitation, the inability of station users to access the operator for any purpose, or any other restrictions contained herein.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.2 TOLL RESTRICTION SERVICES (Cont'd)

C. Conditions (Cont'd)

8. Inward Toll Restrictions are dependent upon providers of operator and/or the long distance services to comply with the exchange line restrictions which reside in the Line Information Date Base (LIDB) of the Company.

9. Subscribing to a restriction does not relieve customers of their responsibility for calls charged to their numbers.

D. Rates

	<u>Monthly Rate</u>		<u>Nonrecurring Charge</u>
1. Outgoing Toll Restrictions:			
a. Local, Only	\$3.09	(I)	\$26.00
b. Local, Only and Allow 800	\$3.09	(I)	\$26.00
c. Local, Only with Authcode	None		(*)
d. Block 900, Only	See Section S4.2.E		
e. Block International, Only	None		\$26.00
f. Block ACS, Only	None		None
2. Inward Toll Restrictions:			
a. 3 <sup>rd</sup> Number, Only	None		None
b. Collect, Only	None		None

(\*) There will be no initial installation charge for the initial request and a \$26.00 installation charge shall apply on each subsequent request.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.2 TOLL RESTRICTION SERVICES (Cont'd)

E. Blocking 900/976 Access

1. Application

For the purpose of Blocking 900/976 Access, the following definitions, rules and regulations, and rates are applicable in addition to those described throughout this Tariff. In the event of any conflict between the provisions of Blocking 900/976 Access and the provisions contain in other sections of this Tariff, the provisions of Blocking 900/976 Access shall prevail.

2. Features

Blocking 900/976 Access is a telephone exchange communication service that denies originating access from the subscribing customer's access line to all 1-900-XXX-XXXX or 1-976-XXX-XXXX calls.

3. Rules and Regulations

- a. This service is furnished to the customer only for the purpose of blocking 900/976 calls.
- b. The Company does not undertake the responsibilities in upgrading facilities, but offers the use of its facilities, where capability is available, to accommodate Blocking 900/976 Access.
- c. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof, whether caused by the negligence of Company or otherwise, shall not exceed the charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition.
- d. No charge, either recurring or nonrecurring, will be levied for a subscriber's initial request for blocking 900/976 Access. All subsequent requests for blocking 900/976 Access will incur both a monthly recurring and a nonrecurring charge as described in the following rate section.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.2 TOLL RESTRICTION SERVICES (Cont'd)

E. Blocking 900/976 Access

4. Rates

Rates and charges are priced in regards to a customer's initial or subsequent request for service.

	<u>Recurring Charge</u>	<u>Nonrecurring Charge</u>
a. Initial Request/ Service	No Charge	No Charge
b. Subsequent Request/ Service	No Charge	Secondary Service Order Charge

5. Definitions

900/976 CALLS-All calls accessed by dialing 1-900-XXX-XXXX or 1-976-XXX-XXXX.

INITIAL REQUEST/SERVICE-An application for service in which the company's facilities were capable in accommodating the subscriber's request for Blocking 900/976 Access.

SUBSEQUENT REQUEST/SERVICE-An application for service after the company had previously accommodated the subscriber's initial request for Blocking 900/976 Access.

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Sixth Revised Sheet 23

S4. MISCELLANEOUS SERVICE ARRANGEMENTS (CONT'D)

S4.3 REMOTE CALL FORWARDING

A. General

1. Remote Call Forwarding (RCF) is a service whereby a call placed from a station (the originating station) to a customer's (the RCF customer) telephone number (the call forwarding location) is automatically forwarded by Brindlee Mountain Telephone Company's central office equipment to another station designated by the RCF customer (their terminating station).
2. Remote Call Forwarding service is offered subject to availability of suitable facilities.
3. RCF service is not offered where the terminating station is a coin telephone.
4. Brindlee Mountain Telephone Company will not provide identification of the originating telephone number to the Remote Call Forwarding customer.
5. Transmission characteristics may vary depending on the distance and routing necessary to complete the remote forwarded call.
6. Remote Call Forwarding is not represented as suitable for satisfactory transmission of data.
7. Call Forwarding should not be offered as a feature at the RCF terminating station.

B. Rates

1. The following charges are for the Remote Call Forwarding feature. These charges are in addition to the appropriate monthly subscriber line and message charges.

	Monthly Rate	Nonrecurring Charge	
Residence	\$3.09	The appropriate Service Ordering and C.O. Charges. (Section 3 of this Tariff).	(I)
Business	\$4.62		(I)

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## GENERAL SUBSCRIBER SERVICES TARIFF

Brindlee Mountain Telephone LLC

Section 5  
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### S5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

#### S5.1 LINE EXTENSION CHARGES

##### A. General

1. The Company shall provide tariffed basic telephone service to the premises of a permanent residence within its franchised service territory, if the costs, including, but not limited to costs of facilities, rights-of-way and equipment of providing basic telephone service to the requiring party does not exceed eight thousand dollars (\$8,000). This requirement applies only to residential service.
2. Should cost of a new service installation for a permanent residence or business in the Company's franchised service territory exceed eight thousand dollars (\$8,000) a customer may request that the Company allocate any unused universal service funds received by the Company which may have been set aside for this purpose. A determination of whether such funds exist shall be made at the sole discretion of the Company. A customer may be required to pay such excess costs pending a final determination of the availability of such funds.
3. Customers who are receiving or who are requesting service shall be deemed to have consented to the reasonable use of their real property to construct, operate, maintain, replace, or enlarge telephone and/or communication lines, overhead or underground, including all conduit, cables, wires, surface testing terminals, markers and other appurtenances under, through, across, and upon any real property or interest therein owned or leased or controlled by said member for the furnishing of telephone or communications service to said customer, or any other customer. Upon request, the customer agrees to execute any easement or right-of-way contract on a form to be furnished by the Company.

##### B. Private Right-of-Way

The estimated cost of acquiring and clearing right-of-way necessary for the construction of line extensions shall be included in the total estimated cost of the proposed extension.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER

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### S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT AND SYSTEMS PROVIDED BY THE CUSTOMER

#### S6.1 GENERAL REGULATIONS

##### A. General

This section addresses the responsibilities and liabilities of the customer and company where customer provided terminal equipment and communication systems interconnect with the regulated services of the Telephone Company.

##### B. Responsibility of the Customer

The customer shall be responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No combinations of customer-provided terminal equipment or communication systems shall require change in or alteration of the equipment or services of the company, unless that change or alteration is specifically permitted under the provisions of this Tariff, or cause electrical hazards to company personnel, damage to company equipment, malfunction of company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, his calling or called party. Upon notice from the company that a customer-provided terminal equipment or communications system is causing such hazard, damage, malfunction or degradation of service, the customer shall make such changes as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of service.

The customer shall be responsible for the payment of a maintenance of Service Charge as provided in "Service Connection Charges" for visits by a company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

The customer indemnifies the company against and holds the company harmless from any and all losses, claims, demands, causes of action, damages, costs or liability, in law or in equity, of every kind and nature whatsoever (including, without limiting the generality of the foregoing, losses, claims, demands, causes of action, damages, costs or liability for libel, slander, fraudulent or misleading advertising, invasion of the right of privacy, or infringement of copyright or patent) arising directly or indirectly from the material transmitted over its facilities or arising directly or indirectly from any act or omission of the customer or the calling party while

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.1 GENERAL REGULATIONS (Cont'd)

B. Responsibility of the Customer (Cont'd)

using or attempting to use facilities furnished by the company or arising from combining with, or using in connection with facilities of the Company, any equipment or systems of the customer.

C. Responsibility of the Telephone Company

1. Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the company shall be limited to the furnishing of service components suitable for telecommunications services and to the maintenance and operation of service components in a manner proper for such services. Subject to this responsibility the company shall not be responsible for (1) the through transmission of signals generated by the customer-provided terminal equipment or communications systems or for the quality of, or defects in, such transmission, or (2) the reception of signals by customer-provided terminal equipment or communications systems, or (3) address signaling where such signaling is performed by customer-provided signaling equipment, or (4) installation, operation or maintenance of any customer-provided equipment.

The Company will, at the customer's request, provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit customer-provided terminal equipment to operate in a manner compatible with telecommunications services.

The company may make changes in its telecommunications services, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC Rules and Regulations. If such changes can be reasonably expected to render any customer's terminal equipment or communications system incompatible with telecommunications services, or

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.1 GENERAL REGULATIONS (Cont'd)

C. Responsibility of the Telephone Company (Cont'd)

1. (Cont'd)

require modification or alteration of such customer-provided terminal equipment or communications systems, or otherwise materially affect its use or performance, the customer will be given adequate notice, as determined by the company, in writing, to allow the customer an opportunity to maintain uninterrupted service.

2. Liability of the Company

a. Use of Customer-Provided Equipment

The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by or resulting from use of customer-provided equipment, (except where a contributing or concurrent cause is the malfunctioning of a company-provided connecting arrangement, in which even the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs after notice by the subscriber to the Company), or (2) not prevented by customer-provided equipment where any such damage could have been prevented by Company-provided equipment.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.1 GENERAL REGULATIONS (Cont'd)

D. Violation of Regulations

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this section, the company will take such immediate action as necessary for the protection of the telecommunications network and company employees, and will promptly notify the customer of the violation. The customer shall discontinue such use of the terminal equipment or delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by or resulting from use of customer-provided equipment, (except where a contributing or concurrent cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs after notice by the subscriber to the Company), or (2) not prevented by customer-provided equipment where any such damage could have been prevented by Company-provided equipment.

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this section, the company will take such immediate action as necessary for the protection of the telecommunications network and company employees, and will promptly notify the customer of the violation. The customer shall discontinue such use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the company within ten (10) days, following the mailing of written notice from the company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this Tariff.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.1 GENERAL REGULATIONS (Cont'd)

E. Hazardous or Inaccessible Locations

1. Connection with Certain Customer-Provided Facilities

Facilities owned by the customer may be connected with the facilities of the company to the extent and in accordance with the provisions following, when such connection is required by military necessity or public safety, or when the customer-owned facilities are in locations so hazardous, remote or inaccessible that the Company considers it undesirable to install and maintain its own facilities in such locations, or when otherwise provided for herein. All such connections of customer-owned facilities shall be made under and in accordance with the provisions of contracts made by and between the company and the customer and must comply with Part 68 of the FCC Rules and Regulations.

a. The United States Government

1. The Department of Defense

Telephone facilities owned and maintained by the Department of Defense, serving establishments such as are used as military posts, navy yards, naval operating bases, flying fields, training centers, ammunition plants, arsenals, supply bases, military centers, military hospitals, naval hospitals, etc., operated and administered by the Department of Defense and commanded by military or naval authorities, may be connected with the exchange and toll facilities of the Company.

2. United States Coast Guard

Telephone facilities owned and maintained by the United States Coast Guard, serving coastal areas, operated and administered by the Coast Guard and commanded by the Coast Guard authorities may be connected with exchange and toll facilities of the Company.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.1 GENERAL REGULATIONS (Cont'd)

E. Hazardous or Inaccessible Locations (Cont'd)

1. Connection with Certain Customer-Provided Facilities (Cont'd)

a. The United States Government (Cont'd)

3.d United States Forest Service

Telephone facilities owned and maintained by the United States Forest Service in areas in or adjacent to national forests, and operated and administered by the forest service, may be connected with exchange and toll facilities of the Company.

- b. Powder manufacturing plants, state and federal prisons and other locations of an inaccessible or hazardous nature or where National security is involved.

Telephone circuits owned and maintained by a customer, located on his property in inaccessible or hazardous locations such as powder manufacturing plants, state and federal prisons, etc., or where National security is involved, will be connected to a local or toll central office line to form a through connection only through manual switching equipment or an attendant's position of dial PABX equipment. Such equipment or position may be located at either or both ends of the customer's circuit.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.1 GENERAL REGULATIONS (Cont'd)

E. Hazardous or Inaccessible Locations (Cont'd)

1. Connection with Certain Customer-Provided Facilities (Cont'd)

c. Connections of Certain Facilities of Power,  
Pipe Line and Railroad Companies.

Except as otherwise provided following, telephone facilities of an electric power company, an oil, oil products or natural gas pipe line company, or a railroad company provided primarily to communicate with points located along a right-of-way (including premises of such company anywhere in cities, towns or villages along the right-of-way) owned or controlled by such Company may, in lieu of the provisions provided elsewhere in this section of the Tariff, be connected with the telecommunications network, for the following purposes:

1. in cases of emergency involving safety of life or property;
2. in cases of calls originated by railroad employees under circumstances indicating need for prompt action to secure or maintain the safety, continuity, or reliability of railroad service to the public, and related to the movement of passengers, mail, property, or equipment by railroad, or the repair, maintenance, or construction of railroad right-of-way, structures or equipment;
3. in cases where the customer facilities serve locations where it is impracticable because of hazard or inaccessibility for the company to furnish its facilities; and
4. during an interim period in cases where the customer has arranged for replacement of said customer facilities with facilities of the Company.

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S6.1 GENERAL REGULATIONS (Cont'd)

E. Hazardous or Inaccessible Locations (Cont'd)

1. Connection with Certain Customer-Provided Facilities (Cont'd)

c. Connections of Certain Facilities of Power,  
Pipe Line and Railroad Companies (Cont'd)

Telephone circuits of such companies will be connected to local or toll central office line to form a through connection only through manual switching equipment or an attendant's position or dial PABX equipment. Such equipment or position may be located at either or both ends of the customer's circuit.

Connection of a telephone circuit of such companies as specified in 2, 3 or 4 preceding may be established at either end of such circuit, but shall not be established at both ends simultaneously.

F. Recording, Reproducing, and Automatic Answering and  
Recording Equipment

1. Recording of Two-Way Telephone Conversations

Telecommunications services are not represented as adapted to the recording of two way telephone conversations. However, customer-provided voice recording equipment may be connected with telecommunications services, in accordance with "Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems" following, subject to the following conditions or "Connections of Registered Equipment."

a. A distinctive recorder tone that is repeated at intervals of approximately fifteen seconds is required when recording equipment is in use and is electrically connected with services of the Company, except that the distinctive recorder tone described is not required:

1. When used by a Federal Communications Commission licensed broadcast station customer for recording of two-way telephone conversations solely for broadcast over the air.

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S6.1 GENERAL REGULATIONS (Cont'd)

F. Recording, Reproducing, and Automatic Answering and  
Recording Equipment (Cont'd)

1. Recording of Two-Way Telephone Conversations (Cont'd)

a. (Cont'd)

2. When used by the United States Secret Service of the Department of Treasury for recording of two-way telephone conversations which concern the safety and security of the person of the President of the United States, members of his immediate family, or the White House and its grounds.
3. When used by a broadcast network or by a cooperative programming effort composed exclusively of Federal Communications Commission broadcast licensees to record two-way telephone conversations solely for broadcast over the air by a licensed broadcast station.
4. When used for recording of United States Department of Defense Command Centers of emergency communications transmitted over the Department of Defense's private line system when connected to telecommunications services.
5. All parties to the telephone conversation must give their prior consent to the recording of the conversation, and the prior consent must be obtained in writing or be part of, and obtained at the start, of the recording.

- b. Customer-provided voice recording equipment may not be connected with services of the Company for the recording of two-way telephone conversations by means of an acoustic or inductive connection, except when used as specified in a.1 through 5. preceding.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.1 GENERAL REGULATIONS (Cont'd)

F. Recording, Reproducing, and Automatic Answering and  
Recording Equipment (Cont'd)

1. Recording of Two-Way Telephone Conversations (Cont'd)

- c. The customer-provided voice recording equipment shall be so arranged that at the will of the user it can be physically connected to and disconnected from the services of the Company or switched on and off.

2. Recording of Incoming Messages Only

Telecommunications services are not represented as adapted to the recording of incoming messages. Customer-provided voice recording equipment may be connected with telecommunications service in accordance with "Connections of Registered Equipment" or "Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems" following. When such connection is made, a recorder tone is not required.

3. Recorder Coupler

a. Recording of incoming message only:

Connection of customer-provided recording equipment with the facilities of the company for the recording of incoming messages only shall be made through connecting equipment furnished, installed, and maintained by the company. Such connecting equipment permits an attendant to use telephone sets furnished on the same line to monitor the recording of incoming messages but physically prevents recording during two-way telephone conversations. A recorder tone is not equipped.

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S6.1 GENERAL REGULATIONS (Cont'd)

F. Recording, Reproducing, and Automatic Answering and  
Recording Equipment (Cont'd)

3. Recorder Coupler (Cont'd)

b. Transmission of Prerecorded Messages

Connection of customer-provided reproducing equipment with the facilities of the Company for the transmission of prerecorded messages shall be made through connecting equipment furnished, installed and maintained by the Company.

c. Automatic answering and recording equipment:

Connection of customer-provided automatic answering and recording equipment with facilities of the Company for transmitting a prerecorded message to the calling party, if desired, and recording an incoming message only shall be made through connecting equipment furnished, installed and maintained by the Company. Such connecting equipment will automatically trip the ringing and hold the connection.

Automatic answering equipment for transmitting the prerecorded message may be provided by the customer subject to the following conditions:

1. For purposes of identification, customers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
2. Customers transmitting factual public announcements such as time, weather, stock market quotations, air line schedules and similar information are excluded from the preceding condition.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.2 CONNECTION OF REGISTERED TERMINAL EQUIPMENT AND SYSTEMS

A. Customer-Provided Registered Terminal Equipment,  
Registered Protective Circuitry and Registered  
Communications System

Customer-Provided registered terminal equipment,  
registered protective circuitry, and registered  
communications systems may be directly connected at the  
customer's premises to the telecommunications network  
subject to Part 68 of the Federal Communications  
Commission's Rules and Regulations, as provided in this  
section of the Tariff.

1. All combinations of registered equipment and  
associated nonregistered terminal equipment  
(including but not limited to wiring) shall be  
installed, operated and maintained so that the  
requirements of Part 68 of the Federal  
Communications Commission's Rules and Regulations  
are continually satisfied.

The company may discontinue service or impose  
other remedies as provided for in Part 68 of the  
Federal Communications Commission's Rules and  
Regulations for failure to comply with these  
provisions.

2. The customer shall notify the company of each line  
to which registered equipment is to be connected in  
advance of such connection and shall notify the  
company when such registered equipment is  
permanently disconnected. The customer shall  
provide the company the Registration Number and  
Ringer equivalence Number for the registered  
equipment.
3. The customer shall not connect registered equipment  
to a Company line if:
  - a. the Ringer Equivalence of such equipment in  
combination with the total Ringer Equivalence  
of other equipment connected to the same line  
exceeds the allowance maximum of five or as  
otherwise determined by the Company, or
  - b. the ringer is not of a type designed by the  
Company as suitable for that particular line.

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S6.2 CONNECTION OF REGISTERED TERMINAL EQUIPMENT AND SYSTEMS (Cont'd)

- A. Customer-Provided Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications System (Cont'd)
4. Unless a specific waiver has been granted by the Federal Communications Commission or except as otherwise provided in "5" following, all connections of registered equipment to services furnished by the company shall be made through a company-provided standard network interface; or, in the case of registered communications systems, through a standard network interface wired in other than a standard manner, when such nonstandard wiring of the network interface is agreed to by the Company.
  5. The requirement for the use of standard network interface as described in "4" preceding is waived for registered equipment which is located in hazardous or inaccessible location.
- B. Premises Wiring Associated with Registered Communications Systems

Premises Wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface, located at the customer's premises and not within an equipment housing.

1. Fully-Protected Premises Wiring is premises wiring which is:
  - a. No greater than 25 feet in length (measured linearly from the point where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.
  - b. A cord which complies with 1.a. preceding and which is extended once by a registered extension cord. Extension cords may not be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.

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S6.2 CONNECTION OF REGISTERED TERMINAL EQUIPMENT AND SYSTEMS (Cont'd)

B. Premises Wiring Associated with Registered Communications  
Systems (Cont'd)

1. Fully-Protected Premises Wiring is premises wiring  
which is (Cont'd):
  - c. Wiring located in an equipment room with  
restricted access, provided that this wiring  
remains exposed for inspection and is not  
concealed or embedded in the building's  
structure, and that it conforms to Part 68 of  
the Federal Communications Commissions Rules  
and Regulations.
  - d. Electrically behind registered equipment,  
system components or protective circuitry which  
assure that electrical contact between the  
wiring and commercial power wiring or earth  
ground will not result in hazardous voltages or  
excessive longitudinal imbalance at the  
telephone network interface.
2. Protected Premises Wiring Requiring Acceptance  
Testing for Imbalance is premises wiring which is  
electrically behind registered equipment , system  
components or circuitry which assure that  
electrical contact between the wiring and  
commercial power wiring will not result in  
hazardous voltages at the telephone network  
interface.
3. Unprotected Premises Wiring is all other premises  
wiring.

Customer who intend to connect premises wiring other  
than Fully-Protected Premises Wiring to the telephone  
network shall give advance notice to the company in  
accordance with the procedures specified in Part 68 of  
the FCC Rules and Regulations or as otherwise  
authorized by the FCC.

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S6.2 CONNECTION OF REGISTERED TERMINAL EQUIPMENT AND SYSTEMS (Cont'd)

B. Premises Wiring Associated with Registered Communications  
Systems (Cont'd)

The company may invoke extra-ordinary procedures specified in Part 68 of the FCC Rules and Regulations where one or more of the following conditions are present:

1. Information provided in the supervisor's affidavit gives reason to believe that a violations of Part 68 of the FCC Rules and Regulations is likely.
2. A failure has occurred during acceptance testing for imbalance.
3. Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the FCC Rules and Regulations.

S6.3 CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND  
GRANDFATHERED COMMUNICATIONS SYSTEMS

A. Direct Connections

Grandfathered terminal equipment and communications system may remain directly connected and be moved and reconnected to the telecommunications network for the life of the equipment without registration and may be modified only in accordance with Part 68 of the FCC Rules and Regulations, subject to the following:

1. The customer shall notify the company when such grandfathered terminal equipment is to be connected and shall notify the company when such grandfathered terminal equipment is to be permanently disconnected; such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment;
2. all such connections are made through Company-provided network interface device; and
3. all such connections shall comply with the minimum protection criteria following;

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### S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

#### S6.3 CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND GRANDFATHERED COMMUNICATIONS SYSTEMS (Cont'd)

##### A. Direct Connections (Cont'd)

4. premises wiring shall conform to Part 68 of the FCC Rules and Regulations;
5. no changes may be made to equipment so connected except by the manufacturer thereof, of a duly authorized agent of the manufacturer;
6. additions to grandfathered communications systems may be made without registration of any additional equipment involved if:
  - a. equipment so added is being reconnected, i.e., was previously directly connected prior to January 1, 1980, in accordance with telephone company Tariffs; and
  - b. such additions comply with the provisions of (1) through (5) preceding.
7. additions of registered equipment to grandfathered communications systems are subject to the provisions of this section preceding.

Customer-provided terminal equipment and customer-provided communications systems connected to the telecommunications network via customer-provided grandfathered protective circuitry are subject to the provisions preceding.

##### B. Connections Through Connecting Arrangements Provided by the Company

1. Basis of Connection
  - a. Grandfathered connections of terminal equipment and grandfathered connection of communications systems made in accordance with "b" below may remain connected and be moved and reconnected for the life of the equipment and may be modified only in accordance with Part 68 of the FCC Rules and Regulations. Connecting arrangements used for such moves and reconnections will continue to be provided by the company subject to their availability, at the rates and charges specified in this section.

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### S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

#### S6.3 CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND GRANDFATHERED COMMUNICATIONS SYSTEMS (Cont'd)

##### B. Connections Through Connecting Arrangements Provided by the Company (Cont'd)

###### 1. Basis of Connection (Cont'd)

- b. Equipment-to-equipment connections made prior to July 1, 1980, may remain connected and be moved and reconnected for the life of such devices or system components (and may be modified only in accordance with Part 68 of the FCC Rules and Regulations), or for the life of the company-provided terminal equipment of communication system. Connecting arrangements used for reconnection of such customer-provided devices or system components will continue to be provided by the Company, subject to their availability, at the rates and charges specified in this section.
- c. Customer-provided communications systems which are not subject to Part 68 of the FCC Rules and Regulations may be connected in accordance with this section. Company-provided connecting arrangements are furnished for the connection of such systems at rates and charges based on costs.
- d. Separate, identifiable and discrete protective circuitry (i.e., connecting arrangements) used for grandfathered connections of communications systems to the telecommunications network may be removed or replaced with apparatus of lesser protective function, provided that any equipment, and any premises wiring whose classification is changed thereby, conforms to Part 68 of the FCC Rules and Regulations.

###### 2. Grandfathered Connections of Terminal Equipment

###### a. Data Terminal Equipment

Subject to the provisions of "1 a" preceding, customer-provided data terminal equipment (including telephotograph equipment) may be connected at the customer's premises to the telecommunications network through a network

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S6.3 CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND  
GRANDFATHERED COMMUNICATIONS SYSTEMS (Cont'd)

B. Connections Through Connecting Arrangements Provided by  
the Company (Cont'd)

2. Grandfathered Connections of Terminal Equipment (Cont'd)

a. Data Terminal Equipment (Cont'd)

control signaling unit and a data access  
arrangement provided by the Company in  
accordance with the following:

1. The customer shall furnish the equipment  
which performs the function of:
  - A. conditioning the data signals  
generated by the customer-provided  
terminal equipment to signals suitable  
for transmission by means of Company  
services, and
  - B. conditioning signals transmitted by  
means of company services to data  
signals suitable for reception by  
customer-provided equipment.
2. The customer-provided data terminal  
equipment must comply with the minimum  
protection criteria specified in this  
section following:
3. Where data access arrangements is  
furnished in connection with customer-  
provided terminal equipment and such  
terminal equipment is used for both voice  
and data communication, the data access  
arrangement may be used to connect the  
customer-provided terminal equipment for  
voice communication.

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S6.3 CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND  
GRANDFATHERED COMMUNICATIONS SYSTEMS (Cont'd)

B. Connections Through Connecting Arrangements Provided by  
the Company (Cont'd)

2. Grandfathered Connections of Terminal Equipment (Cont'd)

a. Data Terminal Equipment (Cont'd)

Subject to the provisions of "1 a" preceding,  
customer-provided voice terminal equipment may  
be connected at the customer's premises to the  
telecommunications network in accordance with  
the following:

1. The connection shall be made through a  
network control signaling unit and a  
connecting arrangement furnished by the  
company. In accordance with this Tariff,  
a connecting arrangement is not required  
for the connection of Attested Equipment  
or Conforming Answering Devices.
2. Where a data access arrangement is  
furnished in connection with customer-  
provided terminal equipment and such  
terminal equipment is used for both voice  
and data communication, the data access  
arrangement may be used to connect the  
customer-provided terminal equipment for  
voice communications.
3. The customer-provided voice terminal  
equipment must comply with the minimum  
protection criteria specified in this  
section following:

3. Grandfathered Connections of Communications Systems

Subject to the provisions of "1 a" preceding,  
customer-provided communications systems may be  
connected at the customer's premises to  
telecommunications systems in accordance with the  
following:

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.3 CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND  
GRANDFATHERED COMMUNICATIONS SYSTEMS (Cont'd)

B. Connections Through Connecting Arrangements Provided by  
the Company (Cont'd)

3. Grandfathered Connections of Communications Systems

- a. The connection shall be through a network control signaling unit and connecting arrangements furnished by the Company.
- b. The provisions relating to minimum protection criteria set forth in this section following shall apply to the connection of customer-provided communications systems.

C. Minimum Protection Criteria for Electrical Connections

To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal at the central office not exceed 12 dD below one milliwatt when averaged over any three second interval. To insure that this limit is not exceeded the power of the signal which may be applied by the customer-provided equipment to the company interface located on the customer's premises will be specified for each customer location but in no case shall it exceed one milliwatt.

To protect other services, it is necessary that the signal which is applied by the customer-provided equipment to the Company interface located on the customer's premises meet the following limits:

1. The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 dB below the power of the signal as specified above.
2. The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16 dB below one milliwatt.
3. The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 dB below one milliwatt.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.3 CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND  
GRANDFATHERED COMMUNICATIONS SYSTEMS (Cont'd)

C. Minimum Protection Criteria for Electrical Connections (Cont'd)

4. The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 dB below one milliwatt.
5. The power in the band above 40,000 Hertz shall not exceed 50 dB below one milliwatt.

To prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the Company interface located on the customer's premises at no time have energy solely in the 2,450 to 2,750 Hertz band. If the signal power is in the 2,450 to 2,750 Hertz band, it must not exceed the power present at the same time in the 800 to 2,450 Hertz band.

D. Attested Equipment Connected Prior to July 1, 1980

Until July 1, 1980, customer-provided headsets and non-powered conferencing equipment which met the standards and procedures set forth by the Company for Attested Equipment may be connected at the customer's premises to the telecommunications network in accordance with (1) through (5) following. Such equipment may remain connected and be moved and reconnected in accordance therewith for the life of the equipment unless subsequently modified.

1. The connection shall be made through an interface termination (e.g., headset jack) provided by the company.
2. The Identification Number issued by the company to the manufacturer or supplier must appear on each unit of Attested Equipment utilized.
3. Customers must notify the company of their intention to connect Attested Equipment. Such notification must include the Identification Number of the equipment and the location at which that equipment is to be used.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.3 CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND  
GRANDFATHERED COMMUNICATIONS SYSTEMS (Cont'd)

D. Attested Equipment Connected Prior to July 1, 1980 (Cont'd)

4. Attested Equipment may not:
  - a. be connected to a source of electrical power which is external to the telecommunications network;
  - b. be grounded;
  - c. perform any network control signaling functions prior to and including the establishment of the intended transmission path;
  - d. have amplification in the transmission path (other than single ended terminal devices with the maximum protection criteria set forth in the preceding); and
  - e. use wiring external to such equipment that is permanently affixed at the site of the installation other than portable connections compatible with the interface terminations provided by the Company.
5. Attested Equipment must comply with the minimum protection criteria set forth in the preceding "Minimum Protection Criteria For Electrical Connections".

In the event Attested Equipment bearing an Identification Number does not meet the requirements set forth by the company, the customer using such Attested Equipment shall either disconnect the equipment from the Company service or arrange for connection of the equipment in accordance with the preceding.

- E. Conforming Answering Devices Connected Prior to July 1, 1979
  1. Customer-provided Conforming Answering Devices which meet the standards and procedures set forth by the Company for Conforming Answering Devices and which were connected at the customer's premises to the telecommunications network prior to July 1,

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### S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

#### S6.3 CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND GRANDFATHERED COMMUNICATIONS SYSTEMS (Cont'd)

##### E. Conforming Answering Devices Connected Prior to July 1, 1979 (Cont'd)

###### 1. (Cont'd)

1979, in accordance with (a) through (e) following, may remain connected and be moved and reconnected in accordance therewith for the life of the equipment, unless subsequently modified.

- a. Customers shall notify the company of their intention to connect Conforming Answering Devices. Such notification shall include the location at which the Conforming Answering Device is to be used as well as its Conformance Number.
- b. The Conforming Answering Device shall only be connected by means of standard network interface arrangement provided by the Company.
- c. The Conforming Device shall be operated and maintained in accordance with those instructions furnished with such Conforming Answering Device as required by the Company.
- d. Conforming Answering Devices may not:
  1. be used to transmit or receive data signals;
  2. be used to originate calls.
- e. The conforming Answering Device shall comply with the minimum protection criteria set forth in "Minimum Protection Criteria for Electrical Connections".

In the event that an answering device bearing a Conformance Number does not meet the requirements of the Company for Conforming Answering Devices, the customer using such answering device shall either disconnect the device from the Company service or arrange for connection for the device in accordance with "Connections of Registered Equipment" preceding.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.3 CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND  
GRANDFATHERED COMMUNICATIONS SYSTEMS (Cont'd)

E. Conforming Answering Devices Connected Prior to July 1,  
1979 (Cont'd)

1. (Cont'd)

Customer-provided voice or data terminal equipment (including telephotograph equipment) and customer-provided communications systems may be acoustically or inductively connected at the customer's premises to the telecommunications network provided the acoustic or inductive connection is made externally to the network control signaling unit when such unit is provided by the Company.

Customer-provided tone-type address signaling is permitted through such connections, however, the services of the company are not designed for such use and the Company makes no representation as to the reliability of address signaling which is performed in such matter.

2. Accessories

Customer-provided accessories may be used with telecommunications services provided that such accessories comply with the provisions preceding.

F. Connections of Service Station Lines and Facilities  
Furnished by the Customer Which Involve Hazardous or  
Inaccessible Locations

Except as otherwise provided below, service station lines, and facilities furnished by the customer which involve hazardous or inaccessible locations, may be connected to the telecommunications network.

Customer-provided terminal equipment and communications systems connected to the telecommunications network in accordance with above prior to January 1, 1980 may remain connected and be moved and reconnected for the life of the equipment without registration unless subsequently modified. New installations of customer-provided terminal equipment and communications systems to the telecommunications network in accordance with "Connections of Registered Equipment" preceding.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.4 ACOUSTIC OR INDUCTIVE CONNECTIONS

Customer-provided voice or data terminal equipment (including telephotograph equipment) and customer-provided communications systems may be acoustically or inductively connected at the customer's premises to the telecommunications network provided the acoustic or inductive connection is made externally to the network control signaling unit when such unit is provided by the Company.

S6.5 CONNECTION OF CUSTOMER-PROVIDED COMMUNICATIONS SYSTEMS NOT  
SUBJECT TO PART 68 OF THE FCC RULES AND REGULATIONS

- A. Customer-provided communications systems not subject to Part 68 of the FCC Rules and Regulations may be connected with telecommunications services in accordance with 1, 2, and 3 following. These communications systems (including channels derived from such systems), not exceeding voice grade, may be connected at the customer's premises provided that:
1. The connection is made through a connecting arrangement furnished by the Company.
  2. The connection is:
    - a. Through switching equipment, or
    - b. Through a network control signaling unit and connecting arrangement furnish by the Company, or
    - c. Directly to the Company-provided connecting arrangement if the customer-provided communications system is arranged to promptly return the exchange telephone service or WATS line to an idle (on hook) state if the system fails. The customer shall then notify the company of the failed condition.
  3. The provisions relating to minimum protection criteria set preceding shall apply to the connection of customer-provided communications systems.

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### S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

#### S6.6 CONNECTIONS OF CUSTOMER-PROVIDED TERMINAL EQUIPMENT SPECIFICALLY EXCLUDED FROM THE FCC REGISTRATION PROGRAM

Connections for excluded/nonregistered terminal equipment are subject to connections described in Section 6.2.A.1.

#### S6.7 CUSTOMER PREMISES INSIDE WIRE

##### A. General Regulations

1. Customer premises inside wire and standard jacks associated with residence and business individual line basic exchange services will be provided by the Customer. Customer premises inside wire associated with Semi-Public Coin telephone service may not be provided, changed or maintained by the customer.
2. Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, within a customer's premises that extends between the termination of the Exchange Access Line and those standard jack locations within the customer's premises to which terminal equipment can be connected for access to the Exchange Access Line.
3. Customer premises inside wire provided by the customer must be installed in accordance with applicable electrical codes, Part 68 of the F.C.C. Rules and Regulations, and related Company practices.
4. Customer premises inside wire provided by the customer may be connected to residence and business individual line basic exchange service furnished by the Company at the standard network interface.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.7 CUSTOMER PREMISES INSIDE WIRE (Cont'd)

A. General Regulations (Cont'd)

5. The typical network interface for the connection of customer premises inside wire is a nontariffed weatherproof enclosure consisting of a protector, a standard registration program jack or equivalent and an entrance bridging device and is provided as part of the Exchange Access Line at the applicable Service Connection Charges. A standard network interface will be installed at a location determined by the Company. The normal location of the Network Interface is at the point of minimum penetration on the customer's premises which would be in close proximity to the protector or equivalent where the company facilities enter the customer's premises, wherever practical.

The Network Interface is provided to allow the modular connection of premises inside wire to the Exchange Access Line. The Network Interface is not to be routinely considered as a jack for the connection of telephone equipment to the Exchange Access Line except for normal testing purposes, for special situations as stated in "7" following, and for data jacks associated with Residence and Single Line Business Services (where the data jack is considered as the Network Interface).

Customer maintained premises wiring must be modularly connected to a Company-provided standard Network Interface to allow total disengagement of the customer maintained premises wiring and/or jacks to the Exchange Access Line.

6. The customer is prohibited from connecting premises wiring to the protector.
7. The Network Interface for marine and recreational vehicles is a standard weatherproof jack. This jack will be provided at the de-tariffed Network Interface jack rate in addition to the appropriate Service Ordering Charge and Central Office Line Connection charges as specified in Section 3 of this Tariff.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.7 CUSTOMER PREMISES INSIDE WIRE (Cont'd)

A. General Regulations (Cont'd)

8. The rates and charges for the Exchange Access Line do not include the Company maintenance of customer premises inside wire and/or jacks associated with residence and simple business individual line basic exchange service.
9. Maintenance of customer-provided premises inside wire and/or jacks may be performed by either the Company or by the Customer regardless of ownership.
10. The Company owned inside wiring and/or jacks maintained by the customer remains the property of the Company.

B. Responsibility of the Customer

1. Customers electing to maintain company-provided inside wire and/or jacks must do so in accordance with applicable electrical codes, Part 68 of the F.C.C. Rules and Regulations and related Company practices.
2. The customer may elect to have the Company maintain all inside wire and jacks on the customer's premises, either customer-provided or Company-provided.
3. Where customer premises inside wire and/or jacks are maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.7 CUSTOMER PREMISES INSIDE WIRE (Cont'd)

B. Responsibility of the Customer (Cont'd)

4. In those instances where the Company makes a repair visit to the customer's premises and the service difficulty or trouble results from customer-provided or maintained inside wire, and/or jacks that are not installed in accordance with technical standards for such inside wire and jacks, the customer is responsible for the payment of the Maintenance of Service Charge specified in Section 3.2.D of this Tariff. If the customer elects to have the Company replace such inside wire, after determining that the trouble is located therein, the customer will be subject to the appropriate Service Connection Charges specified in Section 3 of this Tariff, in addition to the Maintenance of Service Charge.

C. Responsibility of the Company

1. The Company will make the technical standards and installation guidelines for customer provision of inside wire and jacks available to customers at Company designated locations.
2. The Company will maintain all customer-provided inside wire and jacks, upon customer request, that are in accordance with the technical standards and installation guidelines for such wire.

D. Violation of Regulations

1. Where customer-provided inside wire and/of jacks are installed or maintained or where company-provided inside wire and/or jacks are maintained is causing harm to the network and or is in violation of Part 68, F.C.C. Rules and Regulations, the Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.7 CUSTOMER PREMISES INSIDE WIRE (Cont'd)

D. Violations of Regulations (Cont'd)

2. The customer shall discontinue use of the customer-provided inside wire and/or jacks which are in violation or correct the violation and notify the Company in writing within 10 days after receipt of such notice that the violation has been corrected.
3. Failure of the customer to discontinue such use or to correct the violation will result in the suspension or disconnection of the Customer's service until such time as the customer complies with the provisions of this Tariff.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.8 CONNECTIONS OF OTHER COMMON CARRIER-PROVIDED COMMUNICATIONS  
SYSTEMS

A. General Provision

Communications systems provided by the Other Common Carrier hereafter referred to as the OCC, may be connected with the facilities furnished by the company for exchange, Long Distance Message Telecommunications Service, and Wide Area Telecommunications Service as specified in B through H following.

B. Responsibility of the Customer

Where exchange, Long Distance Message Telecommunications Services, and Wide Area Telecommunications Service are available under this Tariff for use in connection with OCC-provided communications systems, the operating characteristics of such systems shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the OCC-provided systems do not endanger the safety of company employees or the public; damage, require change in, or alteration of, the equipment or other facilities unless the change of alteration is specifically permitted under the provisions of "Equipment-to-Equipment Connections" of this Tariff; impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services. Upon notice from the company that the OCC-provided system is causing or is likely to cause such hazard or interference, the customer shall arrange with the OCC to make such change as shall be necessary to remove or prevent such hazard or interference.

The customer shall be responsible for payment of a Maintenance of Service Charge, as set forth in "Service Connection Charges" for each repair visit by the company to the premises of the customer where the service difficulty results from the use of equipment, facilities, or services provided by an Other Common Carrier.

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AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.8 CONNECTIONS OF OTHER COMMON CARRIER-PROVIDED COMMUNICATIONS  
SYSTEMS

C. Network Control Signaling

Satisfactory performance of the telecommunications network requires continuing functional capability of the network control signals and the switching equipment involved. To assure such continuing capability, network control signaling (except customer-provided tone-type address signaling through a company-provided or OCC-provided connecting arrangement) in the furnishing of telecommunications service shall be performed by equipment furnished, installed and maintained by the Company or the OCC.

D. Conditions for Connection of Other Common Carrier-  
Provided Communications Systems at the Premises of the  
Customer

Other Common Carrier-provided communications systems (including channels derived from such systems) analog, not exceeding voice or digital, may be connected with exchange, Long Distance Message Telecommunications Service at the premises of the customer, provided that the connection is only made through a Service Terminating Arrangement in one of the following ways:

1. The connection is either through equipment which effects such connection externally to a company-provided network control signaling unit by means of an acoustic or inductive connection for transmitting and/or receiving or through direct electrical connection in accordance with "2" or "3" below.
2. Where the connection with the OCC-provided communications systems involves direct electrical connection to the facilities furnished by the company for exchange, Long Distance Message Telecommunications Service, or Wide Area Telecommunications Service, such connection shall be made:
  - a. Through switching equipment,
  - b. Through a channel derivation device, or

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**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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**S6.8 CONNECTIONS OF OTHER COMMON CARRIER-PROVIDED COMMUNICATIONS  
SYSTEMS**

**D. Conditions for Connection of Other Common Carrier-  
Provided Communications Systems at the Premises of the  
Customer (Cont'd)**

**2. (Cont'd)**

**c. Directly to the Service Terminating  
Arrangement.**

3. Where the connection is made by means of switching equipment provided by the customer, or by means of a channel derivation device provided by the customer, such switching equipment or derivation device, and the facilities provided by the OCC shall be treated as a customer-provided communications system and the regulations applicable to the connection of customer-provided communications systems shall apply, as set forth in "Connections of Registered Equipment" and "Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems".
4. Connection may be made if the forms of electrical communication are the same and consistent with those for which the Company-provided service is offered. Connections are not represented as being suitable for satisfactory transmission.
5. The rates and charges for connection with OCC-provided communications systems shall be the same as those that would apply if company services were so connected. The rates and charges to the customer are in addition to the rates and charges made by the OCC for the services and channels which it provides.
6. The customer has a requirement to communicate over the WATS line to or from the premises of that customer located in the same state and state subdivision as that for which the WATS initial period rate applies. Other Common Carrier-provided communications systems which are connected directly to the Service Terminating Arrangement must terminate only in that WATS same state and state subdivision in terminal equipment or a multi-line terminating System.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.8 CONNECTIONS OF OTHER COMMON CARRIER-PROVIDED COMMUNICATIONS  
SYSTEMS

E. Conditions for Connection of Other Common Carrier-  
Provided Communications Systems at the Premises of the  
Company

1. Communications Systems (utilizing central office connecting facilities), not exceeding voice grade, provided by an OCC to a customer may be directly connected at the premises of the company with exchange service or Long Distance Message Telecommunications Service furnished by the company to the same customer, provided such connections are made through:
  - a. Individual exchange lines or PABX trunk exchange lines to permit communications via the OCC-provided communications system, to or from the customer's premises located in an exchange foreign to the exchange in which the connection is made.
  - b. Centrex control switching equipment furnished in accordance with other provisions of this Tariff.
2. Communications Systems (utilizing central office connecting facilities), not exceeding voice grade, provided by an OCC to a customer may be connected at the premises of the company with WATS furnished by the company to the same customer, provided the connection is made through:
  - a. Centrex control switching equipment furnished in accordance with other provisions of this Tariff.
  - b. Common Control Switching arrangements or a switching center for enhanced private switched communications services in accordance with F.C.C. No. 5, Exchange Carriers Association Tariff.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.8 CONNECTIONS OF OTHER COMMON CARRIER-PROVIDED COMMUNICATIONS  
SYSTEMS (Cont'd)

E. Conditions for Connection of Other Common Carrier-  
Provided Communications Systems at the Premises of the  
Company (Cont'd)

b.) (Cont'd)

The connections specified above shall be made  
only if;

1. The customer has a requirement to originate  
or terminate communications over the WATS  
line to or from premises of that customer  
located in the same state and state  
subdivision as that for which the WATS  
initial period rate applies; and
  2. The forms of electrical communications are  
the same and consistent with those for  
which the company-provided service is  
provided.
- c. Channels (utilizing central office connecting  
facilities), not exceeding voice grade,  
provided by an OCC, to a customer may be  
connected with WATS arranged for outward  
service furnished by the company to the same  
customer, at the WATS central Office which  
normally serves the customer's premises  
provided that:
1. The customer has a requirement to originate  
communications over the WATS line from  
premises of that customer located in the  
same state and state subdivision as that  
for which the WATS initial period rate  
applies;
  2. Connection shall be made only if the forms  
of electrical communications are the same  
and consistent with those for which the  
company-provided service is offered;

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S6.8 CONNECTIONS OF OTHER COMMON CARRIER-PROVIDED COMMUNICATIONS  
SYSTEMS (Cont'd)

E. Conditions for Connection of Other Common Carrier-  
Provided Communications Systems at the Premises of the  
Company (Cont'd)

c.) (Cont'd)

3. Such OCC channel is dedicated to the exclusive use of the WATS customer and is terminated at the premises of the OCC switching equipment provided by the OCC to the WATS customer as part of its authorized domestic switched private line service;
4. All communications over outward WATS will originate at the premises of the WATS customer via an access channel to OCC's switching arrangement. That access channel will be dedicated to the private use of the WATS customer and not used or usable for public communications service.

F. OCC Service

All arrangements for service provided by an OCC shall be made by the customer with that carrier. The furnishing of exchange, Long Distance Message Telecommunications Service, and Wide Area Telecommunications Service by the Company is not a part of a joint undertaking with the OCC.

G. Responsibility of the Company

The company shall not be responsible for the installation, operation or maintenance of any OCC-provided communications equipment or system. Exchange, Long Distance Message Telecommunications Services, and Wide Area Telecommunications Services are not represented as adapted to the use of OCC-provided equipment or systems and where such equipment or systems are connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for exchange, Long Distance Message Telecommunication Service, or Wide Area Telecommunications Service and to the maintenance and operation of such facilities in a manner proper for such telecommunications service; subject to this responsibility, the Company shall not be responsible

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S6.8 CONNECTIONS OF OTHER COMMON CARRIER-PROVIDED COMMUNICATIONS  
SYSTEMS (Cont'd)

G. Responsibility of the Company (Cont'd)

for (1) the through transmission of signals generated by the OCC-provided equipment or for the quality of, or defects in, such transmission, or (2) the reception of signals by the OCC-provided equipment or system or (3) network control signaling where such signaling is performed by OCC-provided network signaling equipment.

Where an OCC-provided communications system utilizes satellite facilities, the connection of such OCC-provided system to WATS may result in the utilization of two or more satellite circuits on the same combined connected facilities. The responsibility of the company where such a system is connected to WATS shall be limited to the furnishing of facilities suitable for WATS and to the maintenance and operation of such facilities in a manner proper for such telecommunications service. Subject to this responsibility the company shall not be responsible for the quality of the through transmission of signals on such connection.

Except for defects in the WATS, the company shall not apply any allowance for impaired transmission resulting from such connection to the charges for WATS associated with such connection. The Company shall not be responsible to the customer or OCC if changes in minimum network protection criteria or in any of the facilities, operations or procedures of the company render any facilities provided by an OCC thereof, obsolete or require modification or alteration of such equipment or system, or otherwise affect its use or performance.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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Original Sheet 38

S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.8 CONNECTIONS OF OTHER COMMON CARRIER-PROVIDED COMMUNICATIONS  
SYSTEMS (Cont'd)

H. Violations of Regulations (Cont'd)

When any OCC-provided system is connected to the exchange, long distance message telecommunications service, or wide area telecommunications service, in violation of any of the provisions in "Connections of Other Common Carrier-Provided Communications Systems", the company will take such immediate action as necessary for the protection of the network, and will promptly notify the customer of the violation. The customer shall discontinue such connection of the equipment or systems or correct the violation and shall confirm in writing to the Company within ten days, following the receipt of written notice from the company, that such connection has ceased or that the violation has been corrected. Failure of the customer to discontinue such connection or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this Tariff.

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Brindlee Mountain Telephone LLC

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Original Sheet 39

S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.9 INTERPOSITIONING OF CUSTOMER-PROVIDED TERMINAL EQUIPMENT AND  
COMMUNICATIONS SYSTEMS

Interpositioned customer premises equipment arrangements (i.e., arrangements of terminal equipment and communications systems) are those arrangements which require that Company-provided equipment gain access to the telecommunications network through customer-provided equipment.

Customer-provided equipment may be interpositioned at the customer's premises either between the Company-provided equipment and the telecommunications network or between items of company-provided equipment. Company-provided equipment will be furnished in an interpositioned configuration for use with telecommunications services in accordance with the following:

- A. Customer-provided equipment to be connected in an interpositioned configuration must meet the requirements of Part 68 of the FCC Rules and Regulations.
- B. The connections between equipments of the interpositioned configuration must conform to recognized standard interfaces such as those specified by the Electronics Industries Association (EIA) or authorized by Part 68 of the FCC Rules and Regulations.
- C. The interpositioning must occur at the same premises where the associated telecommunications service is terminated.
- D. Any premises wiring which is provided by the customer must be provided in accordance with provisions of Part 68 of the FCC Rules and Regulations.
- E. The company reserves the right to determine whether or not any individual interpositioned configuration is technically feasible and compatible with Company-provided services and equipment; however, if such a configuration is provided:
  1. The company makes no representation as to the quality of transmission over an interpositioned configuration. Maintenance responsibility for company-provided equipment so connected is limited to assuring that the Company-provided equipment is functioning properly.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.9 INTERPOSITIONING OF CUSTOMER-PROVIDED TERMINAL EQUIPMENT AND  
COMMUNICATIONS SYSTEMS

E. (Cont'd)

2. When interpositioned connections are made, it shall be the responsibility of the customer to ensure the continuing compatibility of the customer-provided equipment with company-provided services and equipment.

S6.10 EQUIPMENT-TO-EQUIPMENT CONNECTIONS

Equipment-to-equipment connections will only be permitted with company-provided host terminal equipment and communications system when:

- A. The supplier of the added equipment insures compliance of the combined host and added equipment, including wiring, with Part 68 of the FCC Rules and Regulations and provisions of this Tariff.
- B. Connection of the added equipment to the host is made through a company-provided interface which:
  1. Provides all points of connection between the added equipment and wiring internal to host equipment housings.
  2. Permits reasonable trouble isolation, as determined by the Company.
  3. Is otherwise acceptable to the company for the specific connection to be accomplished.
- C. Such permission does not necessitate disclosure, by the company, of information which is proprietary in nature.
- D. The customer subscribing to the host notifies the Company of the added equipment and the host terminal equipment communications system to which such added equipment is to be connected, in advance of such connection, and agrees to notify the Company when such added equipment is permanently disconnected.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.10 EQUIPMENT-TO-EQUIPMENT CONNECTIONS (Cont'd)

D. (Cont'd)

The company reserves the right to not allow, or to require disconnection of, an equipment-to-equipment connection to any company-provided host terminal equipment or communications system for reasons including, but not limited to:

1. Incompatibility of specific equipment-to-equipment connection with the design and/or functioning of a specific host or impairment in the performance of a specific host following such connection:
2. Inability to accommodate an equipment-to-equipment connection without manufacturing or other modifications to the host which, in the option of the Company, are unwarranted.

Rates and charges for equipment-to-equipment connections to company-provided host terminal equipment and communications systems will be based on the costs attributable to the specific connection and/or disconnection involved.

The customer subscribing to the host will be responsible for the payment of the Maintenance of Service Charge as specified in "Service Connection Charges", of this Tariff for visits by a company employee to the customer's premises in response to a service difficulty or trouble report resulting from the addition of customer-provided equipment to Company-provided host terminal equipment or communications system.

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### S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

#### S6.11 DEFINITIONS

The following definitions are associated with "Interconnection with Communications Equipment and Systems Provided by the Customer:"

##### A. Service Terminating Arrangement

The term "Service Terminating Arrangement" as used in this section, denotes Company-provided equipment which terminates exchange telephone service, used for Long Distance Message Telecommunications Service (LDMTS) or Wide Area Telecommunications Service (WATS) at a customer's premises. The Service Terminating Arrangement provides a clearly delineated interface which facilitates the design, isolation, and testing of LDMTS or WATS. Where a protective connecting arrangement is required, the Service Terminating Arrangement is provided as part of the protective connecting arrangement.

##### B. Registered Equipment

The term "Registered Equipment" as used in this section, denotes equipment which complies and has been approved within the Registration provisions of Part 68 of the FCC Rules and Regulations.

##### C. Grandfathered Terminal Equipment

The term "Grandfathered Terminal Equipment" as used in this section, denotes customer-provided terminal equipment (including protective circuitry if any) connected at the customer's premises, in accordance with the Telephone Company's Tariffs, and that is considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such terminal equipment was connected to the telecommunications network prior to July 1, 1979 and is of type of terminal equipment which was directly connected (i.e., without Telephone Company-provided connecting arrangements) to the telecommunications network as of October 17, 1977.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.11 DEFINITIONS (Cont'd)

D. Grandfathered Connection of Terminal Equipment

The term "Grandfathered Connection of Terminal Equipment" as used in this section, denotes connections via Telephone Company-provided connecting arrangements of customer-provided terminal equipment connected at the customer's premises, in accordance with any Telephone Company's Tariffs, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such connections to the telecommunications network were made via Telephone Company-provided connecting arrangements prior to July 1, 1979 and such connecting arrangements are the same type of connecting arrangement connected to the telecommunications network as of October 17, 1977.

E. Grandfathered Communication Systems

The Term "Grandfathered Communication Systems" as used in this section, denotes customer-provided communications systems (including their equipment, premises wiring and protective circuitry if any) connected at the customer's premises, in accordance with any telephone company's Tariffs, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such systems were connected to the telecommunications network prior to January 1, 1980 and are of a type of system which was directly connected (i.e. without Telephone Company-provided connecting arrangements) to the telecommunications network as of June 1, 1978.

F. Grandfathered Connection of Communications System

The term "Grandfathered Connection of Communication Systems" as used in this section, denotes connections via Telephone Company-provided connecting arrangements of customer-provided communications systems (including their equipment and premises wiring) at the customer's premises, in accordance with any Telephone Company's Tariffs, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such connections to the telecommunications network were made via Telephone Company-provided connecting arrangements prior to January 1, 1980 and such connecting arrangements are of a type of connecting arrangement connected to the telecommunications network as of June 1, 1978.

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S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER (CONT'D)

S6.11 DEFINITIONS (Cont'd)

G. Equipment-to-Equipment Connection

The term "Equipment-to-Equipment Connection" as used in this section, denotes the connection of equipment, which by itself is unregistrable for direct use with the telecommunications network, but is registrable or usable with host terminal equipment or communications system which in turn may be registered in accordance with Part 68 of the FCC Rules and Regulations for direct connection to the telecommunications network.

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S7. EMERGENCY SERVICE

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## GENERAL SUBSCRIBER SERVICES TARIFF

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Section 7 (T)  
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### S7. EMERGENCY SERVICE

#### S7.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

##### A. General

1. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911.
2. Enhanced 911 Service is offered subject to availability of jointly owned facilities provided by Brindlee Mountain Telephone Company (BMTc) and AT&T Alabama. Jointly owned facilities are necessary because the company serving boundaries and political subdivision boundaries may not coincide and because BMTc does not provide the equipment necessary to translate and receive Automatic Location Identification.
3. The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

##### B. Service Features

Enhanced 911 is available in BMTc's Local Network Area in the form of Automatic Number Identification and Selective Routing (ANI/SR).

BMTc will provide its exchange public the ability to access their Enhanced 911 Service Area by Selective Routing. BMTc will also provide Automatic Location Identification Data Base Maintenance. ANI will be routed to AT&T Alabama for forwarding to the subscribing customer's predetermined Public Safety Answering Point (PSAP).

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First Revised Sheet 2

S7. EMERGENCY SERVICE (CONT'D)

S7.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

C. Rules and Regulations

1. This service is limited to the use of central office telephone number 911 as the Universal Emergency Telephone Number. Only one E911 service will be provided within any government agency's locality.
2. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number.
3. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.
4. E911 Service, provided under the tariff of other carriers, is provided solely for the benefit of the customer operating a PSAP. The provision of Selective Routing, Automatic Number Identification and Location Identification Data Base Maintenance by BMTC shall not be interpreted, construed, or regarded, either expressly or implied by, as being for the benefit of or creating any BMTC obligation toward any third person or legal entity other than the subscribing customer.
5. BMTC does not undertake to answer and forward E911 calls, but furnishes the use of its facilities which, together with facilities of other carriers, enables the subscribing customer's personnel to respond to such calls on the customer's premises.
6. Temporary suspension of service is not provided for any part of the E911 Service.

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Section 7 (T)  
First Revised Sheet 3

S7. EMERGENCY SERVICE (CONT'D)

S7.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

C. Rules and Regulations (Cont'd)

7. The customer agree to release, indemnify and hold harmless BMTC for 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 E911 Service features and the equipment associated therewith, or by any services furnished by BMTC 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 other wrongful act of the BMTC, the customer, its user, agencies or municipalities, or the employees or agents of any one of them.
8. Application for E911 Service must be executed in writing by each customer. If application for service is made by an agent, BMTC must be provided written satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.
9. BMTC's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of BMTC or otherwise shall not exceed the greater of \$50.00 or an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition.

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First Revised Sheet 4

S7. EMERGENCY SERVICE (CONT'D)

S7.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

D. Rates and Charges

1. The calling party is not charged for calls placed to the 911 number.
2. Rates and charges are priced in regards to main and equivalent main stations, rounded upwards to the next nearest 1,000. This count is based upon the maximum number of the stated main stations in service during the most current twelve month period at the time service is established. This count will be adjusted annually to update customer billing with the applicable twelve month period being the twelve months ending with calendar year.

Rate Per 1000 main station served.

	NONRECURRING CHARGE	MONTHLY RATE
Automatic Number Identification Selective Routing, and Automatic Location Identification Data Base Maintenance	\$3,150.00	\$165.00

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First Revised Sheet 5

S7. EMERGENCY SERVICE (CONT'D)

S7.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

E. Definitions

Automatic Number Identification (ANI) is a feature which automatically forwards the telephone number of the calling E911 party to facilities of AT&T ALABAMA for processing in accordance with its E911 tariff.

Selective Routing (SR) is a feature which provides the capability to selectively forward a E911 calling party to jointly provided specific trunk group(s).

Automatic Location Identification (ALI) is a feature by which the name (business accounts only) and the primary address associated with the calling party's telephone number (identified by ANI) is forwarded to the PSAP. This feature is not provide by the Company but is available through the tariff of AT&T ALABAMA.

Automatic Location Identification Data Base Maintenance is a feature that provides an initial list of all subscribers by customer, telephone number, service address and periodically updates this information.

Public Safety Answering Point (PSAP) is the subscribing customers predetermined location where the subscribing customers employees answer E911 calls and dispatch to appropriate or combination of agencies responsible for providing emergency service in the E911 servicing area.

Enhanced 911 Service Area is the geographical area in which the subscribing customer will respond to all E911 calls and dispatch appropriate emergency assistance.

Universal Emergency Number Service is a telephone exchange service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAPs established and operated by the customer. The lines and the equipment specified in this Tariff section and other tariffs are associated with the service arrangements for the answering, transferring and dispatching of public emergency telephone calls.

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S8. GENERAL RULES AND REGULATIONS

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S8. GENERAL RULES AND REGULATIONS

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## S8. GENERAL RULES AND REGULATIONS

### S8.1 APPLICATION OF REGULATIONS

The regulations set forth herein apply to intrastate service and facilities furnished within the State of Alabama by Brindlee Mountain Telephone LLC hereinafter referred to as the Company, subject to the jurisdiction of the Alabama Public Service Commission. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the company apply to that portion of the service or facilities furnished by it.

### S8.2 USE OF SERVICE

#### A. Abuse or Fraudulent Use of Service

The service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. The Company may refuse to furnish or may deny telephone service to any person, firm, or corporation, who, over the facilities furnished by the Company abuses or fraudulently uses the service, or

Upon the use of a service in such manner, that, in the opinion of the Company, constitutes abuse or fraud or may tend to injuriously affect the efficiency of the Company's plant, property or service.

#### B. Use of Service for Unlawful Purposes

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be disconnected if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law that a formal charge has been filed by competent authority against the telephone subscriber; provided, however, the Company, before discontinuing service, shall give to the subscriber no less than five business days written notice of its intention to do so or such shorter notice as may be otherwise required by law. The telephone Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.2 USE OF SERVICE (Cont'd)

C. Use of Customer Service

Subscriber telephone service, as distinguished from public and semi-public telephone service, is furnished only for use by the subscriber, his family, guests, employees or business associates, or persons residing in the subscriber's household, or to persons temporarily subleasing a subscriber's residential premises. The Company has the right to refuse to install subscriber service or to permit such service to remain on premises of a public or semi-public character when the station is so located that the public in general, or patrons of the customer may make use of the service. At such locations, however, subscriber service may be installed, provided the instrument is so located that it is not accessible for public use.

In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, the subscriber is responsible for all toll messages (as defined in Section 9, "Definitions" of this tariff) including but not limited to, direct distant dial-station-to-station or operator handled calls, received collect calls at his phone and third number billed calls placed from his phone (when not accepted by the number billed to) made or accepted by him or by his family, guests, employees or business associates or persons residing in the subscribers household, or persons temporarily sub-leasing a subscriber's residential premises and third number billed calls billed to his phone made by him or his family or person residing in the subscribers household, or person temporarily sub-leasing a subscriber's residential premises.

When telephone service to the public is impaired by a subscriber's use of the telephone service, the Company shall have the right to require the subscriber to contract for additional service and facilities adequate to serve the subscriber's requirements, or with proper notice, discontinue the service or the subscriber in question.

Separate households in the same building or in different buildings on the same premises, except for hotels, motels or apartments with PABX service, are required to have main station service.

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.2 USE OF SERVICE (Cont'd)

C. Use of Customer Service (Cont'd)

In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

Except as otherwise provided in this Tariff, service furnished by the Company is intended only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communications for others. This prohibition shall not apply to a subscriber who is engaged as a communications common carrier in a public telegram message business or Overseas Data Message Service, or to Composite Data Service Vendors in the provision of composite data service to its patrons.

The calling party shall establish his identity in the course of any communication as often as may be necessary. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called locations.

D. Minimum Contract/Service Period

Except as specified elsewhere in this Tariff, the minimum service period for local service is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have thirty days.

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.2 USE OF SERVICE (Cont'd)

E. Termination of Service

1. By the Company

a. The Company may without notice either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:

- (1) Abandonment of the service.
- (2) Failure of a subscriber to make suitable deposit as required by this tariff.
- (3) Impersonation of another with fraudulent intent.
- (4) Giving at least five days written notice for nonpayment of any regulated sum that is delinquent.
- (5) Use of the service in such a way as to impair or interfere with the services of other subscribers or refusal of the subscriber to utilize available corrective equipment or network arrangements; such interference includes, but is not limited to:
  - (A) trunk blockages in a switching center so that on a final route there are no circuits available for 10% or more of the calls for a 15-minute period,
  - (B) Dial Tone speed delays of three seconds or more in a switching center for 10% or more of the calls for a 15-minute period,
  - (C) Sender Attachment Delay Recorder delays of three seconds or more in processing calls in:
    - (i) A single switching system for 30% or more of the calls for a 15-minute period, or

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.2 USE OF SERVICE (Cont'd)

E. Termination of Service (Cont'd)

1. By the Company (Cont'd)

a. (Cont'd)

(5) (Cont'd)

(C) (Cont'd)

(ii) Two or more switching systems for  
10% or more of the calls for a 15-  
minute period,

(D) Application of network management  
controls to minimize or prevent a  
service effect on switching facilities  
due to a promotional calling event.

(6) Use of service or facilities for a call or  
calls, anonymous or otherwise, if in a  
manner reasonably to be expected to  
frighten, abuse, torment or harass another.

(7) Use of service or facilities of the Company  
to transmit a message or to locate a person  
or otherwise to give information, without  
payment of the charge applicable for  
service.

(8) The obtaining, or attempting to obtain, or  
assisting another to obtain or to attempt to  
obtain, long distance message telephone  
service, by rearranging, tampering with, or  
making connection with any facilities of the  
Company, or by any trick, scheme, false  
representation, or false credit device, or  
by or through any other fraudulent means or  
device whatsoever, with intent to avoid  
payment, in whole or in part, of the regular  
charge for such service.

(9) Any other violation of the Company's  
regulations.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.2 USE OF SERVICE (Cont'd)

E. Termination of Service (Cont'd)

1. By the Company (Cont'd)

b. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

2. At the subscriber's request

a. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charges which might be applicable.

b. Where a contract for service with a one month minimum period is cancelled before establishment of the service is completed, a charge not to exceed the service charge specified is applied if all or a portion of the facilities have been installed.

c. No minimum or termination charge will apply (unless otherwise stated specifically in this tariff) where a new subscriber takes over the service of the former subscriber provided the service is to be furnished at the same location without interruption and that the new subscriber assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new subscriber.

3. Discontinuance of service for failure to maintain credit.

Service may be discontinued for failure to maintain credit, as specified under "Deposits", following five days after the Company has served or mailed notice requiring the subscriber to do so.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.2 USE OF SERVICE (Cont'd)

E. Termination of Service (Cont'd)

4. Unsafe or prohibited facilities, appliances, or apparatus

The Company may refuse to furnish service on the premises of an applicant for telephone service and may disconnect a subscriber's telephone service on a premises if any of the facilities, appliances, or apparatus on such premises are found to be unsafe or causing harm to Company facilities, and may refuse to furnish telephone service on such premises until the applicant or subscriber shall have remedied the condition.

5. Abuse or fraudulent use of service

The service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. The Company may refuse to furnish or may deny telephone service to any person, firm, or corporation, who, over the facilities furnished by the Company abuses or fraudulently uses the service, or

Upon the use of a service in such manner, that, in the opinion of the Company, constitutes abuse or fraud or may tend to injuriously affect the efficiency of the Company's plant, property or service.

6. Foreign attachments

The company shall have the right to disconnect foreign attachments which are unlawfully connected to telephone service and may, without notice, discontinue service to the subscriber should this condition persist in violation of this rule.

7. Collection of Past Due Amounts

The Company shall have the right to assign terminated, suspended, or disconnected accounts with delinquent balances to a collection agency. Should the Company assign the Customer's account to such an agency, the Customer may be liable not only for the amount due to the Company, but also for administrative or other fees charged by the collection agency, including but not limited to any applicable attorney fees and court costs.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.2 USE OF SERVICE (Cont'd)

F. Resale of Service

Except as otherwise provided in this Tariff, service furnished by the Company is intended only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communications for others. This prohibition shall not apply to a subscriber who is engaged as a communications common carrier in a public telegram message business or Overseas Data Message Service, or to Composite Data Service Vendors in the provision of composite data service to its patrons.

G. Restoration of Service

When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.

In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this Tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due regulated account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.2 USE OF SERVICE (Cont'd)

H. Alabama Dual Party Relay Service Restrictions

The following calls may not be placed through the Alabama Relay Center:

- Calls to 976, 900 or 700 numbers.
- Calls to time or weather recorded messages.
- Calls to other informational recordings.
- Station sent paid calls from coin telephones.
- Operator handled conference service and other teleconference calls.
- All calls billed to Cards (i.e., Credit Cards and Calling Cards) other than those assigned by the Telephone Company.

I. Transmitting Messages

The Company does not undertake to transmit messages, but offers the use of its facilities, where available, for communications between parties subject to the terms and conditions specified in this Tariff.

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## GENERAL SUBSCRIBER SERVICES TARIFF

Brindlee Mountain Telephone LLC

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### S8. GENERAL RULES AND REGULATIONS (CONT'D)

#### S8.3 ESTABLISHMENT AND FURNISHING OF SERVICE

##### A. Applications for Service

1. Applications for service will be made on the Telephone Company's standard form of application. These applications become contracts when accepted in writing by the Telephone Company, or upon the establishment of service. Applicants for service may be required to pay in advance at the time application is made, all charges accruing for the first billing period for exchange service and equipment, and the service charges if applicable. The terms and conditions specified in such contracts are subject to these General Rules and Regulations, and the General Exchange Tariffs for the particular exchange from which service is to be furnished. Any change in rates, rules or regulations shall act as a modification of the contract to that extent, without further notice.

Request from subscribers for additional service, equipment etc., may be made verbally, if the original contract provides for such additional service and equipment as may be ordered, and no advance payment will be required. A move from one location to another within the same Exchange Area is not considered to terminate the contract and orders for such moves may be made verbally.

2. Until satisfactory "Establishment of Credit" can be made by an applicant or customer, and unless specifically stated to the contrary in "Insufficient Reasons for Denying Telephone Service," as respectively described in Sections 8.4.A. & B. of this Tariff, the company shall reserve the right to refuse an applicant or customer is found to be indebted to the Company for service previously furnished at a former location or at the present location, or (2) where such indebtedness was incurred by a member of the applicant's or customer's household, either under the name of the applicant or the customer, or (3) another name when the application for such service is or was made within one year from the date such indebtedness became due.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

A. Applications for Service (Cont'd)

In instances where the aforementioned indebtedness is disputed, applicant shall be served and customer's service shall be continued given the applicant or customer is willing to comply with the deposit requirement described in Section 8.4.A.1.c. of this tariff; and in addition thereto, make a special deposit in the amount equal to the net balance in dispute. Upon settlement of the disputed account, the balance, if any, due the applicant or customer or member of applicant's or customer's household shall be promptly repaid, together with accrued interest at a rate per annum approved by the Alabama Public Service Commission.

3. If telephone service is established and it is subsequently determined that either in condition "2." above or "7." or "8." below exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the prior indebtedness.
4. When an application for service and facilities or request for additions, rearrangements, relocations, or modification of service and equipment are canceled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
5. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

A. Applications for Service (Cont'd)

6. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service, or requests additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final work locations of the facilities been specified initially.
7. The Telephone Company is not required to provide service to an applicant who shares a household with his/her father, mother, son, daughter, husband, wife, or other person who has an unpaid account for telephone service until such unpaid account is paid.
8. The Company is not required to provide service to any applicant who has not attained the age of majority at the time of making application.
9. The Company may require an applicant to provide documentation to establish identity and age.

B. Application of Business Rates

Where a place of business and residence of a subscriber are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.

At residence locations, when an extension station or extension bell is located in a shop, office or other place of business.

At any location where the directory listing of the service or an advertisement published or announced in any medium indicates a business, trade or profession, except as specified under Application of Residence Rates.

All other locations where the subscriber's primary use of the service is for business purposes.

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Brindlee Mountain Telephone LLC

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature and provided that service is not used substantially for occupational purposes. Residence rates apply for:

Private residences where business alphabetical or classified telephone directory listings are not provided.

In private apartments of hotels, rooming houses, or boarding houses where service is confined to the subscriber's use, and elsewhere in rooming houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business telephone directory listings are not furnished.

In the places of residence of a clergyman, and in the place of residence of a physician, dentist, veterinary, surgeon or other medical practitioner provided the subscriber does not maintain an office in the residence. In the residence of a Christian Science practitioner, nurse or midwife, or in the office of any of this group of persons, provided the office is located in the subscriber's residence and is not part of an office building. In any of such cases the listing may indicate the subscriber's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings or persons not residing in the same household are desired, business rates apply.

Where the place of business and residence of a subscriber are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.

Changes from business service to residence service are made only in the event of change in the subscriber's arrangements which would entitle him to a residence classification of his service, as specified above.

Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service Connection Charges, which apply for such changes, are quoted elsewhere in this Tariff.

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## GENERAL SUBSCRIBER SERVICES TARIFF

Brindlee Mountain Telephone LLC

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### S8. GENERAL RULES AND REGULATIONS (CONT'D)

#### S8.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

##### D. Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. Where construction charges are applicable, the payment thereof may be required in advance of the start of construction.

Federal, state, or municipal governmental agencies may be required to make advance payments.

In any case where construction is required outside of the Base Rate Area the Company may, as a guarantee of good faith, collect one year's exchange service charges in advance of the construction. Such advance payment shall be applied against exchange service charges only and shall not operate to prevent the suspension and/or discontinuance of all service for non-payment of toll or other charges which may become past due. Should a telephone installed under these conditions be discontinued before the expiration of the period for which advance payment was made, the amount collected shall be considered the minimum charge for the exchange service received.

##### E. Customer Billing

1. Bills are due when rendered unless otherwise specified on the bill.
2. All charges due by the subscriber are payable at the Company's business office or at any agency duly authorized to receive such payments. All charges billed by the Company will be deemed to be correct and binding until such time as (1) the Company receives objection in writing from the customer within 10 days after the bill is rendered or (2) it may be determined that charges are subject to a thirty-six month refund period as described in Section 8.3.E.9 of this Tariff.  
In any event, non-payment of non-disputed charges for services may result in the interruption or discontinuance of any or all of the services furnished the subscriber.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

E. Customer Billing (Cont'd)

3. The subscriber shall pay monthly in advance or on demand all charges for services and equipment and shall pay on demand all charges for long distance service and billed local usage.\* The subscriber is responsible for payment of all charges for services furnished the subscriber including charges for services originated or charges accepted at the subscriber's station.  
  
\*Basic monthly charges are billed in advance. Toll charges for long distance services and additional charges for local usage are billed in arrears.
4. Should service be suspended for nonpayment of charges, it will be restored only as provided under "Restoration and Suspension Charges" in Service Connection Charges of this Tariff.
5. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.
6. In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due regulated account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
7. Retroactive billing adjustments whereby the Telephone Company seeks to recoup losses caused by underbilling customers will not be made for a period exceeding one year.
8. For billing purposes each month is presumed to have thirty days.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

E. Customer Billing (Cont'd)

9. In the adjustment of charges for overbilling by the Telephone Company, a refund will be made of the full amount of excess charges when such amount can be determined, when the period during which overbilling has been effective cannot be fixed or the exact amount of overbilling determined from available records, the maximum refund will not exceed an estimated amount equal to such overbilling for a thirty-six month period.
  
10. All bills for local, toll or miscellaneous services are due and payable, by the due date, at the office of the Telephone Company or authorized collection agency. A late payment charge (Residential: \$2.00 and Business: \$10.00) and an interest charge of 1.5 percent (%) of the unpaid balance will apply to a subscriber's bill with a balance greater than \$19.99 for regulated charges (including amounts billed in accordance with the Tariff dealing with the Company's Billing and Collections Services). The late payment and interest charge applies when any undisputed portion of a previous month's bill has not been paid, in full, prior to the close of business for the subsequent bill date. The maximum total of the late payment and interest charges will be \$10.00 for residential subscribers. The 1.5 percent (%) interest charge is applied to the total unpaid amount carried forward which is itemized and is included in the total amount due on the subscriber's current bill. Failure to receive the telephone bill does not relieve the subscriber from promptly paying by the due date. (I)

F. Telephone Numbers

The subscriber has no property right to the telephone number nor any right to continuance of service through any particular central office.

The Company reserves the right to change the subscriber's telephone number or the central office associated with such number, or both, as may be required for the proper conduct or its business.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

G. Alterations

The subscriber agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitate changes in the Company's wiring or equipment; and the subscriber agrees to pay the Company's current charges for such changes.

H. Special Construction

1. Private Property

An amount equal to the average investment of entrance and distribution facilities may be furnished by the Company provided the facilities are of the standard type normally furnished for the class and grade of service desired.

If additional entrance or distribution facilities are required; if the conditions are such as to require special equipment, maintenance or methods of construction; if the stability of the customer has not been established; if the installation is for temporary or semi-permanent purpose or if for any other reason the construction costs are excessive as compared with revenue to be derived, the applicant shall be required to pay the costs over and above those applicable for a normal installation.

The customer will provide the Company, without charge, written permission for the placing of the Company's facilities on the property.

2. Underground

When feasible, conduit will be furnished by the Company at cost, or conduit may be provided by the applicant subject to the Company's specifications. Conduit used for telephone Company facilities may not be used for any other purpose without the consent of the Company. The distance between the conduit and any electric light or power conduit or conductor shall be in accordance with the Company's specifications.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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Original Sheet 18

S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

H. Special Construction (Cont'd)

2. Underground (Cont'd)

The subscriber shall be required to pay the entire cost of maintenance of conduit including subsequent excavations and replacements necessary because of damage resulting from negligence on the part of the subscriber or his representatives or from freezing or improper drainage.

The subscriber shall pay all costs associated with the relocation of underground entrance facilities.

3. No construction charges paid to the Telephone Company are refundable by it, except as specified elsewhere in this Tariff.

I. Special Assemblies of Equipment or Speculative Projects

Special assemblies of equipment consist of modification of standard equipment, or special equipment for service arrangements for which provision is not otherwise made in this Tariff. They will be furnished, when practical, by the Company at charges equivalent to the estimated cost of furnishing such equipment and arrangements, if not detrimental to any of the services furnished under the Company's Tariff.

1. Rates for special assemblies are equivalent to the estimated cost of furnishing the special assembly, including:

a. Cost of maintenance

b. Cost of operation

c. Depreciation on the estimated cost installed of any facilities used to provide the special assembly based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

d. General Administration expenses, including taxes on the basis of average charges for these items.

e. Any other item of expense associated with the particular situation.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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Original Sheet 19

S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

I. Special Assemblies of Equipment or Speculative Projects (Cont'd)

1. (Cont'd)

f. An amount, computed on the estimated cost installed of the facilities used to provide the special assembly, for return on investment.

2. The estimated installation cost used in the derivation of the various expense shall include the following:

- a. material
- b. material overhead
- c. installation labor
- d. installation labor overhead

Estimated cost installed as mentioned in the preceding includes cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering labor, supervision, transportation, rights-of-way and any other investment items.

In computing the rates for special assemblies, one of the three rate treatments is used:

- 1. Monthly rental and termination agreement with or without an installation charge.
- 2. Monthly rental with an installation charge.
- 3. Installation charge only.

J. Change of Occupancy

Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are made subject to service connection charge regulations and may be arranged for in either of two ways:

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

J. Change of Occupancy (Cont'd)

1. If the new subscriber, meeting all other requirements of this tariff, fully understanding the regulations governing the service and the status of the account, willingly assumes all obligations thereunder. Future bills are then rendered to him without adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
2. If the new subscriber does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.

Under either method of transfer, the reassignment of the old call number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new subscribers, and when in the judgment of the Company, a change in the telephone number is not required. When in the judgment of the Company, there does exist a relationship, business or otherwise, between the old and the new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company, a change in the telephone number is not required.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

Section 8  
Original Sheet 21

S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT

A. Establishment of Credit

1. The Company is not obligated to establish, furnish or continue to furnish service to any individual or firm that owes for previously rendered services, as further described in Section 8.3.A.2, until arrangements have been made to liquidate such previous indebtedness to the Company. In order to insure the payment of all charges due for its service, the Company may require any subscriber to establish and maintain his credit in one of the following ways:
  - a. by furnishing acceptable credit references to the Company;
  - b. by providing a suitable guarantee in writing, in a form prescribed by the Company; or
  - c. by means of a cash deposit.
2. The Company shall be the sole judge as to whether or not the references or guarantee in writing are acceptable.

B. Insufficient Reasons For Denying Telephone Service

The following, in addition to any reason stated in the APSC's General Rules, shall not constitute sufficient cause for denying service.

- a. Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residence service or vice versa.
- b. Failure to pay directory advertising charges in dispute.
- c. Failure to pay charges in dispute billed for other carriers.
- d. Failure to pay for non-regulated equipment or services.
- e. Failure to pay for Local Dial-It charges in dispute.

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## GENERAL SUBSCRIBER SERVICES TARIFF

Brindlee Mountain Telephone LLC

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### S8. GENERAL RULES AND REGULATIONS (CONT'D)

#### S8.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT

##### C. Deposits

Brindlee Mountain Telephone LLC may, when in the judgment of the Company such deposit is necessary, require at any time, from any subscriber, or prospective subscriber, a cash deposit intended to guarantee payment of current bills for telephone service. Such deposit shall not exceed an estimated bill for one regular billing period, plus two months estimated toll charges. Interest shall be paid by the Company upon such deposits at the rate per annum approved by the Alabama Public Service Commission, payable annually for the time such deposit was held by the Company and the customer was served by the Company, unless such period be less than thirty (30) days. Such interest shall be calculated to December 1st of each year, and the payment shall be made by credit to customer's account on the December billing of the customer.

1. The Company having on hand such deposits from subscribers, or hereafter receiving such deposits from subscribers, shall keep records to show (a) the name of each subscriber making the deposit; (b) the address of the subscriber when making the deposit; (c) the amount and date of making the deposit; and (d) a continuous record of each transaction, such as the payment of interest, interest credited, etc., concerning such deposit while the deposit is retained by the Company.
2. The Company shall issue to every subscriber from whom such deposit is received a certificate of deposit.
3. The Company shall provide reasonable ways and means so that a depositor who makes application for the return of his deposit, or any balance to which he is entitled, but is unable to produce the original certificate or receipt, shall not be deprived of his deposit or balance.
4. Upon final discontinuance of service the Telephone Company shall apply such deposit with accrued interest thereon to any account due by subscriber. The balance due subscribers, if any, shall be refunded to the subscriber by the Telephone Company.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

Section 8  
Original Sheet 23

S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT

C. Deposits (Cont'd)

5. Upon the sale or transfer of any Telephone Company the seller shall file with the Commission under oath a list showing the names of all subscribers who have made a deposit, the date such deposit was made, the amount of such deposit and the interest agreed to be paid thereon.

Service may be discontinued for failure of the subscriber to furnish a suitable deposit, if requested by the Company, following five (5) days after the Company has served or mailed notice to the subscriber requesting such deposit.

The deposit may be returned to the subscriber by the Company when it is deemed that the subscriber has established satisfactory credit with the Company.

The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation, nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any regulated sums due the Company for services rendered. The Company may discontinue service to any subscriber failing to pay current bills without regard to the fact that such subscriber has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing of such bills.

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (CONT'D)

D. Discontinuance of Service for Failure to Maintain Credit.

Service may be discontinued for failure to maintain credit, as specified under "Deposits", following five days after the Company has served or mailed notice requiring the subscriber to do so.

E. Restoration Charge

When Service has been discontinued for failure to maintain credit as specified herein, the restoration charge will be made and may be collected by the Company, before service is restored.

F. Adjustments for Local Taxing Authority Payment

In the event a municipality imposes, collects, or receives from the Company any license, occupational, franchise, privilege, inspection or other similar tax or fee, or otherwise, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits, or other facilities, or otherwise, so much of the aggregate amount of such tax or fee as exceeds the sums listed below will be billed, insofar as practical, pro-rata to the customers receiving exchange service within such municipality:

Population of Municipality based on Federal census next preceding the year of collection	Annual amount which will not be billed to customers by the Company
1 - 500	\$ 23
501 - 1,000	38
1,001 - 2,000	75
2,001 - 3,000	132
3,001 - 4,000	188
4,001 - 5,000	263
5,001 - 6,000	338
6,001 - 7,000	413
7,001 - 8,000	488
8,001 - 9,000	563
9,001 - 10,000	638

G. Credit for Local Service Outages

If service is interrupted for more than 48 consecutive hours for reasons other than by the negligence or willful act of the subscriber, an allowance not to exceed an amount equal to the proportionate charge to the subscriber for the fixed monthly charges involved, for the period during which interruption occurs, shall

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (CONT'D)

G. Credit for Local Service Outages (Cont'd)  
be made for the time such interruption continues. Any adjustment shall apply only to the period the interruption continues beyond 24 hours after notice of the interruption is received by the Company. No other liability shall in any case attach to the Company on account of interruptions of service.

H. Customer Disputes

In instances of disputes, applicant shall be served and customer's service shall be continued given the applicant or customer is willing to comply with the deposit requirements described in Section 8.4.A.1.c. of this tariff; and in addition thereto, make a special deposit in the amount equal to the net balance in dispute. Upon settlement of the disputed account, the balance, if any, due the applicant or customer or member of applicant's or customer's household shall be promptly repaid, together with accrued interest at a rate per annum approved by the Alabama Public Service Commission.

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY

A. Undertaking of the Company

The Company does not undertake to transmit messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in this Tariff.

B. Provision of Equipment

1. All tariffed equipment necessary for the provision of a basic service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The subscriber may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or hazards. Commercial power will be furnished by the subscriber at a suitable outlet when and where required.

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

C. Furnishing of Service

1. General

The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.

The rates and charges quoted in this tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

C. Furnishing of Service (Cont'd)

1. General (Cont'd)

When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in Section 5.1, "Line Extension Charges", except as otherwise specified.

2. Temporary Facilities

The Company may require the subscriber to execute a contract agreeing that service be retained for a period longer than one month.

3. Tampering With Facilities

The Company may refuse to furnish or may deny telephone service to any person, firm, or corporation on whose premises in located telephone facilities which show evidence of tampering, manipulating, or use of any device whatsoever, for the purpose of obtaining service without payment of the charges.

4. Impairment of Service Due To Customer-Provided Equipment

Subscribers will be billed for each service call to the subscriber's premises when service is impaired due to the connection of authorized customer-provided equipment or facilities as outlined in Section 3.

5. Cancellation of Application for Service

Where the subscriber cancels an application for service prior to the start of installation of service, or prior to the start of special construction, and no costs have been incurred by the Company, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, plus any costs incurred by the Company.

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

C. Furnishing of Service (Cont'd)

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

Where special construction has been started prior to the cancellation, a charge equal to the costs incurred in the special construction, less net salvage applies. In determining the charge, cancelled service is treated as discontinued as of the date on which it was to have been placed in service, however, the minimum service period charge will apply.

Installation or special construction for a subscriber is considered to have started when the Company incurs any expense in connection therewith or in preparation therefor which would not otherwise have been incurred.

6. Restricted Service

Restricted Service or service that is restricted to local messages only is not generally provided except in the instance of Private Branch Exchange systems.

7. Rights-of-ways (Special Or Private)

The Company shall not be liable for failure to furnish service, unless the purchase price and costs expended by the Company in acquiring such special or private rights-of-way by purchase or condemnation be paid or guaranteed to the Company by the subscriber. The rights-of-way here referred to are only those rights-of-way leading from the main line to the premises of the subscriber.

8. Transfer of Service Between Subscribers

Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are made subject to service connection charge regulations and may be arranged for in either of two ways:

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

C. Furnishing of Service (Cont'd)

8. Transfer of Service Between Subscribers (Cont'd)

- a. If the new subscriber, meeting all other requirements of this tariff, fully understanding the regulations governing the service and the status of the account, willingly assumes all obligations thereunder. Future bills are then rendered to him without adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
- b. If the new subscriber does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.

Private Branch Exchange Service may be transferred from one subscriber to another pursuant to the above regulations and any other regulations which may be specified in other Tariff sections relating to the service transferred.

Under either method of transfer, the reassignment of the old call number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new subscribers, and when in the judgment of the Company, a change in the telephone number is not required.

When in the judgment of the Company, there does exist a relationship, business or otherwise, between the old and the new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company, a change in the telephone number is not required.

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

C. Furnishing of Service (Cont'd)

9. Unlawful use of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be disconnected if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law that a formal charge has been filed by competent authority against the telephone subscriber; provided, however, the Company, before discontinuing service, shall give to the subscriber no less than five business days written notice of its intention to do so or such shorter notice as may be otherwise required by law. The telephone Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

10. Unauthorized Attachments or Connections

The Company shall not be required to attach its facilities to facilities not owned and installed by it, nor shall facilities not furnished by the Company be attached to or connected with facilities furnished by the Company, whether physically, acoustically, by induction, or otherwise, unless provided elsewhere in this tariff or unless written permission is obtained from the Company. In case any such unauthorized attachment or connection is made, the Company shall have the right to disconnect the same or to suspend service during the continuance of said attachment or connection or to terminate the service. The Company shall have the right to make a charge sufficient to recover any losses experienced as a result of such unauthorized attachments or connections, including but not limited to the cost to disconnect service.

11. Cancellation for Cause

The Company, by written notice to the subscriber, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

C. Furnishing of Service (Cont'd)

11. Cancellation for Cause (Cont'd)

- a. nonpayment of any regulated sum to the Company;
- b. a violation of, failure to comply with, any condition governing the furnishing of service; or
- c. the Company is prohibited from furnishing service by the order of a court or other government authority having jurisdiction.

12. Right of Access

- a. The Company's authorized employees may enter a subscriber's premises at all reasonable hours for any purpose reasonably pertinent to the furnishing of telephone service and the exercise of any and all rights secured to it by law or by the Tariff schedules.
- b. The Company may remove any or all of its property located on the subscriber's premises at the termination of service as provided by the Tariff schedules.

13. Interruptions of Service

In view of the possibility of errors and difficulties in the transmission of messages by telephone and the impossibility of fixing in all cases the causes thereof, the Telephone Company cannot guarantee the uninterrupted working of its lines and instruments.

If service is interrupted for more than 48 consecutive hours for reasons other than by the negligence or willful act of the subscriber, an allowance not to exceed an amount equal to the proportionate charge to the subscriber for the fixed monthly charges involved, for the period during which interruption occurs, shall be made for the time such interruption continues. Any adjustment shall apply only to the period the interruption continues beyond 24 hours after notice of the interruption is received by the

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

C. Furnishing of Service (Cont'd)

13. Interruptions of Service (Cont'd)

Company. No other liability shall in any case attach to the Company on account of interruptions of service.

14. Outgoing and Incoming Service Privileges

The tariff and rate schedules of the Company govern and fix the outgoing service of a subscriber and in no matter guarantee to him the same incoming service. All incoming service of a subscriber depends upon and is limited by the right of a calling subscriber to such service.

15. Ownership of facilities

Facilities furnished by the Company on the premises of a subscriber are the property of the Company.

16. Company facilities at hazardous or inaccessible locations

Where service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, any remuneration to be based on the condition involved.

17. Work Performed Outside Regular Working Hours

The rates and charges specified in this tariff contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this tariff, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

C. Furnishing of Service (Cont'd)

18. Misuse of Directory Assistance Service

The Company may limit or refuse the use of Directory Assistance to obtain a subscriber's listed name, address or telephone number for the purpose other than to facilitate the making of a telephone call.

D. Maintenance and Repairs

All ordinary expense of maintenance and repair in connection with equipment, facilities and services provided by the Company is borne by the Company unless otherwise specified in this tariff. In case of damage to or destruction of any of the Company's instruments or accessories due to the negligence or willful act of the subscriber and not due to ordinary wear and tear, the subscriber will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed.

Subscribers may not rearrange, disconnect, remove or attempt to repair nor permit others to rearrange, disconnect, remove or attempt to repair any apparatus or network interface installed by the Company except upon the consent of the Company.

Access to subscriber's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

E. Liability

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the subscriber shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occurs, after notice to the Company, by the subscriber.

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

E. Liability (Cont'd)

2. The subscriber indemnifies and saves the Company harmless against the following:
  - a. Acts of omission of other companies when their facilities are used in connection with the Company's facilities to provide service.
  - b. Any defacement or damage to the subscriber's premises resulting from the existence of the Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
  - c. Any accident, injury or death occasioned by its equipment or facilities, when such is not due to negligence of the Company.
  - d. Claims for libel, slander, or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement or patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and system of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with facilities provided by the Company.
  - e. Liability for failure to provide service.
  - f. Liability for telephone listings is covered as shown in Section 8.5.F., "Directories."
3. The Company shall not be liable for damages or statutory penalties in any cases where a claim is not presented in writing within thirty days after the alleged delinquency occurs.
4. Equipment in Explosive Atmosphere

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

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

E. Liability (Cont'd)

4. Equipment in Explosive Atmosphere (Cont'd)

The Subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber 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 any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.

The Company may require such subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.

The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

Satisfactory performance of the telecommunications network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure such continuing compatibility, network control signaling in the furnishing of exchange telecommunications service shall be performed by equipment furnished, installed and maintained either by the Company or by the subscriber.

5. Use of Customer-Provided Equipment

The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitation: the Company shall not

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

E. Liability (Cont'd)

5. Use of Customer-Provided Equipment (Cont'd)

be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by or resulting from use of customer-provided equipment, (except where a contributing or concurrent cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs after notice by the subscriber to the Company), or (2) not prevented by customer-provided equipment where any such damage could have been prevented by Company-provided equipment, which remains under Tariff.

6. Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other Company or companies furnishing a portion of such service.

F. Directories

It is the policy of the Company to publish a telephone directory annually. The Company issues directories to assist in furnishing prompt and efficient service and it does not guarantee to its customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. No liability for damages arising from errors in or omissions of directory listings, or listings obtained from the "Directory Assistance Operator" shall attach to the Company. In the case of additional or extra listings for which a charge is made, its liability shall be

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.5 OBLIGATION AND LIABILITY OF THE COMPANY (CONT'D)

F. Directories (Cont'd)

limited to the monthly rate for each such listing for the charge period during which the error or omission continues, after notice to the Company by the subscriber. The Company will not be a party to controversies arising between customers or others as a result of listings published in its directories.

S8.6 LIMITATIONS AND USE OF SERVICE

A. Network Facilities for use with Automatic Dialing and Announcing Devices

1. Subscribers who wish to use automatic dialing and announcing devices for solicitation purpose must do so pursuant to the following terms and conditions. Subscribers who wish to use automatic dialing and announcing devices for solicitation purpose must do so pursuant to the following terms and conditions.
  - a. No numbers will be called in sequential fashion. Sequentially placed calls refer to those calls automatically dialed by successively increasing or decreasing integers, or similar methods.
  - b. Where facilities permit, the equipment shall be so programmed or utilized in such a manner as to automatically disconnect a called party's line not later than ten seconds after the called party hangs up.
  - c. Within 20 seconds after the called party answers, the name and telephone number of the individual or firm making or paying for the call, including but not limited to, the name of the individual or firm on whose behalf the call is made, must be clearly stated.
  - d. At the conclusion of the call, the name and telephone number of the individual or firm making or paying for the call, including but not limited to, the name of the individual or firm on whose behalf the call is made, must again be clearly stated.
  - e. If the customer's response is to be recorded, they must be informed of such and permission must be granted.

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### S8. GENERAL RULES AND REGULATIONS (CONT'D)

#### S8.6 LIMITATIONS AND USE OF SERVICE (CONT'D)

- A. Network Facilities for use with Automatic Dialing and Announcing Devices (Cont'd)
  - 1. (Cont'd)
    - f. Connection of customer provided communication systems must meet the Telephone Company's requirements as well as Part 68 of the Federal Communications Commission's Rules and Regulations.
    - g. Emergency and unlisted telephone numbers will not be used with recorded solicitation communication.
  - 2. In cases where there is an existing business relationship between the called party and the subscriber and where the subscriber uses the dialing and announcing devices strictly as a follow up device to supply information related to these prior dealings, the preceding terms and conditions will not apply. However, even subscribers who have had prior dealings with the called party will not be allowed to utilize the automatic dialing and announcing devices for solicitation purposes.
  - 3. Any subscriber operating or utilizing automatic dialing equipment who does so in violation of the provisions set forth preceding will be subject to immediate disconnection of telephone service.
    - a. If the solicitation call requires a response by the customer and a charge will apply, the customer must be informed that the response is not a free call. The vendor at this time, must give the customer the amount of the charge that will be applied if they respond.
    - b. No calls will be placed to organizations providing emergency services, including but not limited to hospitals, nursing homes, fire departments, and law enforcement agencies.
    - c. No calls will be placed on Sundays or Holidays. No calls will be placed between the hours of 8:00 p.m. and 8:00 a.m., Monday through Saturday.

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.6 LIMITATIONS AND USE OF SERVICE (CONT'D)

A. Network Facilities for use with Automatic Dialing and Announcing Devices (Cont'd)

3. (Cont'd)

- d. The Telephone Company is under no obligation to provide lists of telephone numbers or any directory information other than normally issued telephone directories.
- e. Messages must not contain obscene or profane language.
- f. Solicitation calls for the sale of pornographic material will not be allowed.
- g. This type telecommunication service will not be used for any unlawful purpose.

S8.7 OBLIGATION OF SUBSCRIBER

The customer shall be responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No combinations of customer-provided terminal equipment or communication systems shall require change in or alteration of the equipment or services of the Company, unless that change or alteration is specifically permitted under the provisions of this Tariff, or cause electrical hazards to company personnel, damage to company equipment, malfunction of company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, his calling or called party. Upon notice from the Company that a customer-provided terminal equipment or communications system is causing such hazard, damage, malfunction or degradation of service, the customer shall make such changes as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of service.

The customer shall be responsible for the payment of a Maintenance of Service Charge as provided in "Service Connection Charges" for visits by a company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

The customer indemnifies the Company against and holds the company harmless from any and all losses, claims, demands, causes of action, damages, costs or liability, in law or in

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S8. GENERAL RULES AND REGULATIONS (CONT'D)

S8.7 OBLIGATION OF SUBSCRIBER (Cont'd)

equity, of every kind and nature whatsoever (including, without limiting the generality of the foregoing, losses, claims, demands, causes of action, damages, costs or liability for libel, slander, fraudulent or misleading advertising, invasion of the right of privacy, or infringement of copyright or patent) arising directly or indirectly from the material transmitted over its facilities or arising directly or indirectly from any act or omission of the customer or the calling party while using or attempting to use facilities furnished by the Company or arising from combining with, or using in connection with facilities of the Company, any equipment or systems of the customer.

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S9. DEFINITIONS

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## S9. DEFINITIONS (CONT'D)

### S9.1 DEFINITIONS (CONT'D)

ACCESS - Each connecting arrangement allowing connection to exchange facilities. See Main Station and Extension Service Access.

ACCESSORIES - Devices which are mechanically attached to, or used with, the facilities furnished by the company and which are independent of, and not electrically connected to, the conductors in the communications path of the telecommunications system.

APPLICANT - A person, firm, corporation, or other organization applying for telecommunications service.

AUTHORIZED USER - A person, firm, or corporation (other than the subscriber) on whose premise a telephone, private branch exchange, or private line service or channel is located and who may communicate over such channels in accordance with the terms of the Tariff.

BASE RATE - The rate for primary classes of exchange service which does not include zone or extra exchange line mileage charges.

BASE RATE AREA - A specific area within an exchange service area as set forth in the Telephone Company's Tariffs, maps or descriptions. Local Exchange Service within this area is furnished at uniform rates without extra mileage charges.

BUILDING (SAME) - The term "same building" is to be interpreted as a structure under one roof, or two or more structures under separate roofs but connected by enclosed passageways in which the wires or cables of the company can be safely run provided the plant facility requirements are not appreciably greater than would be required normally if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by enclosed passageways and the plant facility requirements for furnishing service are appreciably greater than would be required normally if all the structures were under one roof, the term "same building" applies individually to each of the separate structures. Pipes and conduit are not considered enclosed passageways.

BUSINESS SERVICE - Telephone service furnished to customers where the actual or obvious use is principally or substantially of a business, professional or occupational nature.

CALL - An attempted or completed communication.

CANCELLATION CHARGE - A charge applicable under certain conditions when an application for service and/or facilities is cancelled in whole or in part prior to the completion of the work involved.

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## GENERAL SUBSCRIBER SERVICES TARIFF

Brindlee Mountain Telephone LLC

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### S9. DEFINITIONS (CONT'D)

#### S9.1 DEFINITIONS (CONT'D)

CENTRAL OFFICE - A Switching unit, in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting subscriber lines and trunks or trunks only. There may be more than one central office in a building.

CENTRAL OFFICE LINE - A circuit directly connecting an individual main station or private branch exchange switchboard or an intercommunicating system with a central office.

CHANNEL - A path for communications between two or more stations, or company offices, furnished in such a manner as the company may elect, whether by wire, radio or a combination thereof and whether or not by a single physical facility or route.

CIRCUIT - A channel used for the transmission of electrical energy in the furnishing of telephone and other communications service.

CLASS OF SERVICE - A description of telecommunications service furnished a subscriber which denotes such characteristics as nature of use (Business or Residence) or type of rate (Flat Rate or Measured Rate).

COIN TELEPHONE SERVICE - See Paystation Telephone Service.

COMMISSIONS - A percentage of collections paid as a fee in consideration of service rendered to the Company.

COMPANY - Whenever used in this Tariff, "Company" refers to this Telephone Company, unless the context clearly indicates otherwise.

COMPOSITE DATE SERVICE - The term "Composite Data Service" denotes the combined use of terminal and customer-provided data switching equipment with the use of communication services of the Company by a Composite Data Service Vendor to perform data switching for others.

CONFORMANCE NUMBER - The term "conformance number" denotes an identifying number assigned by the Company to a particular model or conforming answering device incorporating an authorized protective connecting module when that model of device is in conformance with the provisions set forth by the Company.

CONFORMING ANSWERING DEVICE - The term "conforming answering device" denotes a customer-provided device which automatically answers incoming calls; transmits a prerecorded voice message from the calling party if so designed and arranged; and automatically disconnects from the line in a prearranged manner on completion of the last of the functions for which it was designed and arranged as described in this paragraph. The conforming answering device may include remote interrogation and/or

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### S9. DEFINITIONS (CONT'D)

#### S9.1 DEFINITIONS (CONT'D)

device function control. A conforming answering device must incorporate an authorized protective connecting module and must bear a valid conformance number.

CONSTRUCTION CHARGE - A separate charge authorized in the Tariff for construction of pole lines, circuits, facilities, etc.

CONTINUOUS PROPERTY - The plot of ground, together with any buildings thereon, occupied by the subscriber, which is not divided by public highways or separated by property occupied by other. Where a subscriber occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property provided local wire or cable facilities are used and the subscriber furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

CONTRACT - Refers to the agreement between a subscriber and the company under which telecommunications services, or facilities, are furnished subject to the rules and regulations specified in this Tariff.

COST - Cost when referred to in this Tariff consists of cost of equipment, freight, taxes, cost of maintenance, cost of operation, general administration expenses, including taxes on the basis of average charges for these items, and any other item of expense associated with the particular situation. Installed cost includes cost of equipment and materials provided or used, plus labor, engineering, supervision, transportation, rights-of-way and other items which are chargeable to the capital accounts.

COST OF EQUIPMENT - Cost of equipment when referred to in this Tariff consists of equipment cost, freight, taxes, cost of maintenance, cost of operation, general administration expenses, including taxes on the basis of average charges for these items, and any other item of expense associated with the particular situation.

CREDIT CARD - Denotes a billing arrangement by which a Long Distance call may be charged to an authorized company credit card number.

CUSTOMER - See Subscriber

CUSTOMER'S PREMISE - Is defined as a point where a customer's drop connects to a main or feeder cable to the terminal equipment.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT - Devices, apparatus and their associated wiring, provided by a customer, which do not constitute a communications system and which, when connected to the communications path or the telecommunications system, are so connected either electrically, acoustically, or inductively

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S9. DEFINITIONS (CONT'D)

S9.1 DEFINITIONS (CONT'D)

DATA ACCESS ARRANGEMENT - A protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement, an arrangement to identify a central office line and protective facilities and procedures to determine compliance with criteria set forth in Section 6 of this Tariff.

DIAL SWITCHING EQUIPMENT - A unit of electro-mechanical or electronic switching equipment used in a central office or in connection with a private branch exchange system.

DIRECT CONNECTION - Connection of terminal equipment to the telephone network by means other than acoustic and/or inductive coupling.

DIRECTORY LISTING - The publication in the company's directory and/or information records of information relative to a subscriber's telephone number, by which telephone and TWX users are enabled to ascertain the call number of a desired station.

DROP WIRE - Wires used to connect the circuits of open wire, aerial or underground distribution facilities to the point where connection is made with the inside wiring.

ENTRANCE FACILITIES - Facilities extending from the point of entrance on private property to the premises on which service is furnished.

EXCHANGE - A basic geographical unit established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces a city, town or village, and its environs. It may consist of one or more central offices, together with the associated plant, equipment, and facilities used in furnishing communication service within that area.

EXCHANGE AREA - The territory served by an exchange.

EXCHANGE LINE - Any line (circuit) directly or indirectly connecting an exchange station with a central office.

EXCHANGE SERVICE - The general telephone service rendered in accordance with tariff provisions. Exchange service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with provisions of this Tariff.

EXTENSION BELL - An additional bell on the same premises and on the same line and generally operated in connection with the bell at the station location.

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S9. DEFINITIONS (CONT'D)

S9.1 DEFINITIONS (CONT'D)

EXTENSION LINE - A circuit connecting a primary station with an extension station, or a circuit connecting a private branch exchange station with a private branch exchange switchboard. An extension line may terminate on a key in lieu of an instrument.

EXTENSION STATION - An additional station connected on the same line as the main station and subsidiary thereto.

EXTRA LISTING - Any listing of a name or information in connection with a subscriber's telephone number beyond that to which he is entitled without additional charge in connection with his regular service.

FOREIGN ATTACHMENT - Equipment or facilities not owned, furnished or authorized by the company, which is attached or connected to and used with exchange telephone service.

FOREIGN CENTRAL OFFICE - Any central office other than that which serves the area in which the subscriber is located.

HARM - Harm consists of hazards to personnel, damage to Company equipment, and impairment of service to persons other than the user of the customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to company equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence of voice band transmission path for call progress signals, and loss of capability to answer an incoming call.

INDIVIDUAL LINE - (or 1 party line) a classification of exchange service furnished under the tariff provision that no other subscriber shall be served by the circuit connecting such station with the central office.

INDUCTIVE CONNECTION - Electro-magnetic coupling between customer-provided equipment and Company equipment by means of mutual inductance between an inductor in the Company equipment and a customer-provided inductor external to the Company equipment.

INSTALLATION CHARGE - A non-recurring charge applying to the provision of certain items of equipment or facilities as distinguished from the service connection charge applicable for establishment of basic telephone service. The installation charge is normally associated with optional service features and may sometimes be called an "initial" or "non recurring" charge.

INTERCONNECTION - A term used to indicate the connection of customer-provided communicating devices with the facilities owned by the Telephone Company.

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## S9. DEFINITIONS (CONT'D)

### S9.1 DEFINITIONS (CONT'D)

INTERFACE - The term "interface" denotes that point on the premises of the subscriber at which provision is made for connection of other than Telephone Company provided facilities to facilities provided by the Telephone Company.

LOCAL CALLING AREA - The area within which telecommunication service is furnished subscribers under a specific schedule of exchange rates and without toll (long distance) charges. A local calling area may include one or more exchange service areas, or portions of exchange service areas.

LOCAL EXCHANGE SERVICE - A type of localized calling whereby a subscriber can complete calls from his station to other stations within a specified area without the payment of long distance charges.

MAIN STATION - The first access station connected to the company's central office line.

MESSAGE - A communication between two stations. Messages may be classified as follows:

- a. Local Message: A message between stations within the same local service area.
- b. Long Distance Message: A message between stations in different exchange areas for which a long distance message charge is made.

MILEAGE - The measurement upon which charges are computed for extension tie, private lines and for lines serving exchange stations located outside the central office area of the connecting central office.

MINIMUM CONTRACT PERIOD - The minimum length of time for which a subscriber is obligated to pay for service, facilities and equipment, whether or not retained by the subscriber for such a minimum length of time.

NETWORK CONTROL SIGNALING - The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (Dialing), calling and called number identification, audible tone signals (call progress signals indicating recorder or busy conditions, altering, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT - The terminal equipment furnished, installed, and maintained by the Company for the provision of network control signaling.

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S9.1 DEFINITIONS (CONT'D)

NETWORK INTERFACE - The network interface will be installed by the Company upon customer request, should the customer desire to provide his own inside wire. The network interface is at the protector, however, until approved hardware is available, the interface will be located outside the customer's premises as close as practicable to the protector or equivalent. At the point of demarcation, all premises service will connect to the telecommunications network. The network interface is a nontariffed weatherproof enclosure consisting of a protector, a standard registration program jack or equivalent and an entrance bridging device provided by the Company as part of local exchange service lines, WATS, or Private Line Services.

PREMISES (SAME) - The term "same premises" shall be interpreted to mean: (a) The building or buildings, together with the surrounding land occupied or used in the conduct of one establishment or business, or as a residence, and not intersected by a public thoroughfare or by property occupied by others; or (b) the portion of the building occupied by the subscriber either in the conduct of his business or as a residence, and not intersected by a public corridor or by space occupied by others; or (c) the building or portion of a building occupied by the subscriber in the conduct of his business and as a residence provided both the business and the residence bear the same street address; or (d) the continuous property operated as a single farm whether or not intersected by a public thoroughfare. In connection with inside moves, the term "same premises" is to be interpreted to mean the building or portion of a building occupied as a unit by the subscriber in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare, a corridor, or space occupied by others.

PRIVATE BRANCH EXCHANGE SERVICE (PABX SERVICE) - A type of service providing an arrangement of switching equipment and stations for intercommunicating among the stations and for connections through the local and long distance message telephone network to other subscribers.

Lines (circuits), equipment and facilities ordinarily furnished in connection with PABX service include the following:

1. PABX Station: A station connected with a PABX switchboard or PABX dial switching equipment.
2. PABX Extension Station: A telephone set which is bridged to the same line as the PABX station.
3. PABX Interior Station: A PABX station that cannot originate or receive calls outside the PABX either directly or through the PABX attendant.
4. PABX Trunk: A central office line (circuit) connecting a PABX

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S9. DEFINITIONS (CONT'D)

S9.1 DEFINITIONS (CONT'D)

system with a central office.

5. Tie Line: A circuit connecting PABX or Centrex systems.

PRIVATE LINE - A circuit provided to furnish communication only between two or more instrumentalities directly connected to it. Such instrumentalities do not have access to the general exchange and interexchange networks.

PUBLIC TELEPHONE - An exchange station, either attended or equipped with coin collecting device, designed and place for use by the public in general, at locations chosen or accepted by the Company.

REGISTERED TERMINAL EQUIPMENT - Terminal equipment which is registered in accordance with the rules and regulations in Part 68, subpart C of FCC Docket 19528.

RESIDENCE SERVICE - Telephone service furnished to customers when the actual or obvious use is for domestic purposes.

SEMI-PUBLIC TELEPHONE - An exchange station equipped with a coin collecting device, designed for a combination of customer and public usage at locations more or less public in character. Semi-public telephone service is considered as a form of customer service.

SERVICE CONNECTION CHARGE - The charge at the time of the establishment of a class of telephone service or subsequent additions or changes to that service.

STANDARD NETWORK INTERFACE - RESIDENCE OR NON-KEY BUSINESS - The Standard Network Interface is that point on the Customer's premises where all premises services are connected to the telecommunications network. The Standard Network Interface is a standard registration program jack or equivalent.

STATION - A unit of service, complete with all instrumentalities (e.g., telephone set, connecting block, protection apparatus, drop or block wiring) and lines (circuits), so arranged as to permit sending and receiving messages through the exchange and long distance network. Also denotes a termination of an individual exchange line or PABX trunk provided in accordance with the provisions of this tariff, in telephone company switching equipment located in an exchange foreign to the exchange in which the customer is located.

Company Station: A station for which the central office equipment, lines and station equipment are owned and maintained by the company and provided as a part of the company's service offering. This term also denotes the network control signaling unit, data set or other equipment provided by the company at the customer's premises which enables the

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S9. DEFINITIONS (CONT'D)

S9.1 DEFINITIONS (CONT'D)

customer to establish the communications connections and to effect communications through such connections.

SUBSCRIBER - Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the company under the provisions and regulations of its tariff.

SUSPENSION OF SERVICE - An arrangement made at the request of the subscriber, or initiated by the Company for violation of tariff regulations by the subscriber, for temporarily discontinuing service without terminating the service agreement or removing the telephone equipment from the subscriber's premises.

TARIFF - The rates, charges, rules and regulations adopted and filed by the company and approved by the Public Service Commission.

TERMINATION CHARGE - A charge applying when a subscriber discontinues an item of service or equipment prior to the expiration of the initial service period designated for such item. The basic termination charge is an amount established for an individual item of service or equipment from which the termination charge is computed.

TOLL MESSAGE - A message between stations in different exchange areas and furnished under the provisions of the applicable toll tariff.

PERSON-TO-PERSON - A toll message in which the user stipulates desire for communication with a specified person or extension station at a specified toll point.

STATION-TO-STATION - A toll message in which the user desires communication with anyone who answers.

THIRD NUMBER BILLED - A toll message in which associated charges are billed neither to the calling station nor to the called station, but rather to a station not involved in the message.

TOLL VoIP-PSTN TRAFFIC - The term denotes a customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over Public Switched Telephone Network ("PSTN") facilities, which originates and/or terminates in Internet Protocol ("IP") format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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(N)

UTILITY - See Company

ZONE - One of a series of specified areas, beyond the base rate area of an exchange, in which service is furnished at rates in addition to base rates.

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S10. DIRECTORY LISTINGS

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S10. DIRECTORY LISTINGS (CONT'D)

S10.1 GENERAL

These rates and regulations for directory listings apply only to the alphabetical section of the directory containing the regular alphabetical list of customers and do not apply to listings or advertising appearing in the classified section.

The alphabetical list of names of customers is solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service, and special sequence or arrangement of names is not contemplated.

The Company has the right to limit the length of any listing to one line in the directory by the use of abbreviations when the clearness of the listing or the identification of the customer is not impaired thereby.

A listing must conform to the Company's specifications with respect to its directories.

Listings are regularly provided in connection with all classes of exchange service except public telephone service. A listing may be omitted from the directory upon request of a customer in writing and under the conditions specified in Nonpublished (Private) Service, concerning nonpublished listings.

The length of the contract period for directory listings where the listing actually appears in the directory is the directory period. The directory period is from the day that the directory is distributed to the customers to the day the succeeding directory is distributed to the customers, unless the listing no longer services the customer because of disconnection, removal, etc., of the service, the minimum contract period will be for at least 30 days. When the listing appears on information records only, the minimum contract period will be for at least 30 days.

S10.2 CONDITIONS

PRIMARY LISTINGS

A Primary Listing, which may include the name, address and telephone number of the individual, organization, firm or corporation for whom the service has been contracted, will be furnished at no charge.

- A. Listings will be limited to such information as is necessary for the proper identification of the customer.

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Original Sheet 2

S10. DIRECTORY LISTINGS (CONT'D)

S10.2 CONDITIONS (CONT'D)

PRIMARY LISTINGS (CONT'D)

- B. The length of a listing may be limited to the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
- C. The company may refuse to insert any listing, which in its judgment does not facilitate the use of the directory.

When two or more main station lines are consecutively operated, the first number of the group is considered the primary listing. Where two or more main station lines or private branch exchange trunk lines are not consecutively operated, a primary listing may be made for each line. DID trunk numbers and trunk hunting lines listed will be charged the applicable listing charges for regular, duplicate or alternate listings, or extra lines of information.

TRADE NAMES

A trade name created by adding a term such as Company, Agency, Shop, Works, etc., to the name of a commodity or service will not be accepted as a listing unless the subscriber shows satisfactorily that he is authorized to do business under the trade name. The Company reserves the right to reject listings which appear to be designed primarily to give publicity to the commodity or service, or which in its judgment are otherwise objectionable or unnecessary for identification purposes.

Whenever any question arises as to the right of a subscriber (1) to list the name of a business which he claims he is authorized to represent; or (2) to use a listing which includes the trade name of another; The Telephone Company is privileged to require the subscriber to secure from the owner of such name, written authority so to use it, addressed to the Telephone Company for the acceptance for insertion or for the continuance of such listings; and is privileged to refuse to accept or to delete such listings where (1) such written authority is not furnished or (2) such authority is withdrawn by such owner in writing to the Telephone Company.

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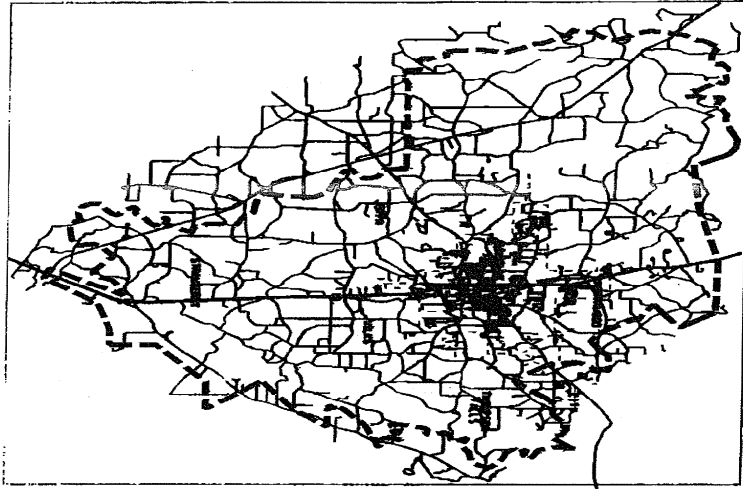
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S11. LOCAL EXCHANGE BOUNDARY MAPS

Arab Exchange



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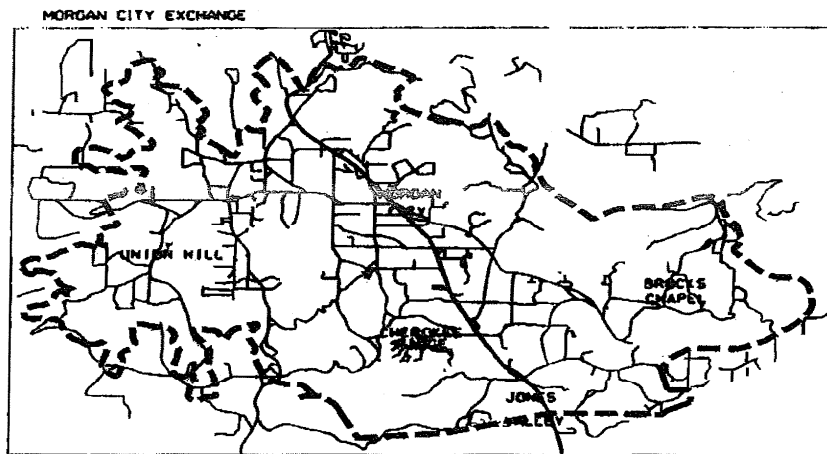
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S11. LOCAL EXCHANGE BOUNDARY MAPS

Morgan City Exchange



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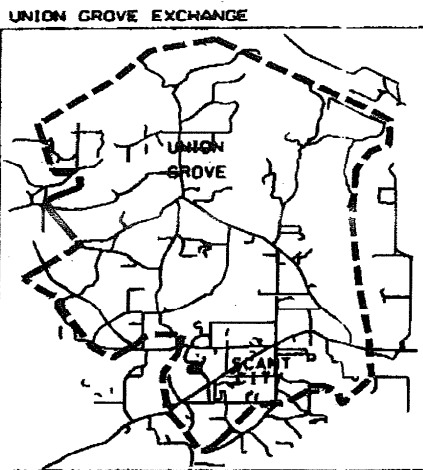
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S11. LOCAL EXCHANGE BOUNDARY MAPS

Union Grove Exchange



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Sixth Revised Sheet 1

S200. INTRASTATE ACCESS SERVICES TARIFF

S200.1 INTRASTATE ACCESS SERVICES

A. Brindlee Mountain Telephone LLC adopts the John Staurulakis ("JSI") F.C.C. Tariff No. 1 Interstate Access Charge Tariff, including the Company-specific rates designated therein, as found at <https://myjsi.jsitel.com/myjsi/tariff/index.php>, as effective with the FCC for intrastate use. This Tariff includes all the rules, regulations, rates and charges under which intrastate access services will be offered to all telecommunications providers. Exceptions to this adoption of the Tariff schedules are as follows. Unless otherwise stated, these rates, as set forth in Paragraph 1 below, apply to originating intrastate/intraLATA and intrastate/interLATA traffic only:

(T)

1. Originating Switched Access Rates (Per MOU):

A. Common Carrier Line	\$ 0.000000
B. Tandem Switched Facility	0.000116
C. Tandem Switched Termination	0.000539
D. Tandem Switching	0.000937
E. Residual Interconnection Charge	0.000000
F. Local Switching	0.029635
G. Information Surcharge	0.000165

2. The discount rate for all traffic sensitive non-premium access will be 35%.

3. Unless otherwise specified by contract, the JSI Tariff rates and charges shall apply to terminating traffic transported over BellSouth facilities pursuant to interconnections or resale arrangements between BellSouth and other telecommunications providers.

4. The Company is a participating member in the Transition Service Fund ("TSF"), an access billing mechanism established by the Alabama Public Service Commission Order ("APSC") in 1996 and described in the APSC's April 17, 2012 and July 10, 2012 Orders in APSC Dockets 28642 and 31816 (collectively, the "APSC Orders") and amended implementing regulations adopted on July 2, 2013 (the "Implementing Regulations"), and which is currently administered by the Southeast ("TELSE"), by which BellSouth and interexchange carriers/resellers purchasing Intrastate switched access from the Company and other participating local exchange carrier ("LEC") TSF members pay the TSF monthly an amount based upon their respective shares of participating TSF LEC's Local Switching minutes. The amount received by the Company from the TSF shall be reduced in accordance with, and subject to, the APSC Orders and Implementing Regulations and any amendments or clarifications thereto, with a corresponding reduction in the overall size of the TSF on July 3, 2012 and July 2, 2013.

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.1 INTRASTATE ACCESS SERVICES (CONT'D)

A. (Cont'd)

(C,N)

5. The Company does not use the prior period Percentage Interstate Usage ("PIU") for reporting, but will use current PIU's supplied by the carriers. As ordered by the Alabama Public Service Commission in Docket 19356, Order dated June 18, 1992, the customer shall furnish to the Company each quarter a report of its actual PIU for FGA, FGB, 700 and 800 access services.

a. Effective on the first of January, April, July, and October of each year, the customer shall update the interstate jurisdiction report. The customer shall file with the Company, to be received no later than thirty (30) days after the first of each such month, a revised report for all services (FGA, FGB, 700, and 800), showing the actual interstate percentage of use for the past three (3) months ending the last day of December, March, June, and September respectively, for each service. The revised reports will serve as the basis for the next three (3) month's billing. If the customer does not supply the reports, the Company, in compliance with the June 18, 1992 Order in Docket 19356, shall notify the Alabama Public Service Commission of the customer's noncompliance in providing an updated actual percent interstate usage quarterly report within thirty (30) days following the quarterly deadline.

b. In compliance with the Alabama Public Service Commission's June 18, 1992 Order in Docket No. 19356, the customer must retain all records which were used to compute the PIU for a period of twelve (12) months.

6. Identification and Rating of VoIP-PSTN Traffic

a. Scope

VoIP-PSTN Traffic is defined as traffic exchanged between a Telephone Company end user and the customer in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates, unless the parties have agreed otherwise, by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (November 18, 2011) ("FCC Order"), as it may hereinafter be amended or clarified. Specifically, this section establishes the method of separating Toll VoIP-

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

Section 200  
Third Revised Sheet 3

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.1 INTRASTATE ACCESS SERVICES (CONT'D)

A. (Cont'd)

6. Identification and Rating of VoIP-PSTN Traffic (Cont'd)

a. Scope (Cont'd)

PSTN Traffic from the customer's traditional intrastate access traffic, so that Toll VoIP-PSTN Traffic can be billed in accordance with the FCC Order. In the event that the Company cannot identify which customer calls originate and/or terminate in IP format, the Company will apply the default percentage of traffic, which is equal to the percentage of VoIP subscribers in the state based on the *Local Competition Report*, as being subject to the VoIP-PSTN framework, in accordance with and subject to Paragraph 963 of the FCC Order.

- b. The rates and charges for Switched Access Service specified in Section 17.2 of NECA's Tariff F.C.C. No. 5, Access Service, will apply on all terminating Toll VoIP-PSTN Traffic identified in accordance with this Tariff section and billed by the Company. These rates and charges will also apply on all originating Toll VoIP-PSTN Traffic identified and billed in accordance with this section until July 13, 2012. From July 13, 2012, until June 30, 2014, the rates and charges for Intrastate Switched Access Services set forth in paragraph A.1. of S200.1 of this Tariff will apply on all originating intrastate Toll VoIP-PSTN Traffic identified in accordance with this Tariff section and billed by the Company. Effective July 1, 2014, the rates and charges for Switched Access Service specified in Section 17.2 of NECA's Tariff F.C.C. No. 5, Access Service, will apply on all such originating intrastate Toll VoIP-PSTN Traffic.

The remainder of this section sets forth the methods for calculating and billing Toll VoIP-PSTN Traffic in accordance with the FCC's Orders and applies solely to terminating Toll VoIP-PSTN Traffic until June 30, 2014, and to both originating and terminating intrastate Toll VoIP-PSTN Traffic effective July 1, 2014.

c. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of Toll VoIP Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection b. preceding, by applying an originating Percent VoIP Usage ("OPVU") factor to the total intrastate access MOU originated by a Company end user and delivered to the customer and by applying a terminating PVU ("TPVU") factor to the total intrastate access MOU terminated by a customer to the Company's end user. The OPVU will be derived and applied as follows:

(C)

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GENERAL SUBSCRIBER SERVICES TARIFF

Brindlee Mountain Telephone LLC

Section 200  
Third Revised Sheet 4

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.1 INTRASTATE ACCESS SERVICES (CONT'D)

A. (Cont'd)

6. Identification and Rating of VoIP-PSTN Traffic (Cont'd)

c. Calculation and Application of Percent-VoIP-Usage Factors (Cont'd)

(1) The customer will calculate and furnish to the Company an OPVU factor, along with supporting documentation, representing the whole number percentage of the customer's total originating intrastate access MOU that the customer receives from the Company in the State that is originated by the Company in IP format.

(2) The customer will calculate and furnish to the Company a TPVU factor, along with supporting documentation, representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Company in the State that is sent to the Company and originated in IP format.

(3) The OPVU and supporting documentation shall be based on information that is verifiable by the Company,<sup>1</sup> including but not limited to, the number of the customer's retail VoIP subscriptions in the State (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant or verifiable information. The customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic. (C) (N)

(4) After the Company verifies the OPVU provided by the customer, the Company will apply the OPVU and TPVU factors to the associated intrastate access MOU, as indicated in subsections d. and/or e. below. (C)

In the event that the Company can not verify the customer's OPVU, the Company will request additional documentation to support the OPVU, and during this time, no changes will be made to the existing OPVU. The customer shall supply the requested information within fifteen (15) days of the Company's request or no changes will be made to the existing OPVU. If after review of the additional information, the customer and Company establish a revised and mutually agreed upon OPVU factor, the Company will begin using the new factor with the next bill period. (C)

(5) The Company may dispute the customer's OPVU factor based upon: (C)

<sup>1</sup> Updates to the TPVU factor are no longer being accepted due to intrastate terminating switched access rate parity with interstate rates beginning July 2, 2013. (N) (N)

**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

Section 200  
Third Revised Sheet 5

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.1 INTRASTATE ACCESS SERVICES (CONT'D)

A. (Cont'd)

6. Identification and Rating of VoIP-PSTN Traffic (Cont'd)

c. Calculation and Application of Percent-VoIP-Usage Factors (Cont'd)

(5) (Cont'd)

- (a) A review of the requested data and information provided by the customer.
- (b) The Company's reasonable review of other market information, FCC reports on VoIP lines, such as FCC Form 477 or state level results based on the FCC's *Local Competition Report*, or other relevant data.
- (c) A change in the reported PVU factor by more than five percentage points from the preceding quarter.

If the dispute is unresolved, the customer may request that verification audits be conducted by an independent auditor, at customer's sole expense. During the audit, the most recent undisputed OPVU factor will be used by the Company. (C)

- (6) The customer shall retain the call detail, work papers and information used to develop the OPVU factor for a minimum of one (1) year. (C)
- (7) In the absence of an interconnection agreement, at no time will the Company allow an OPVU factor greater than the applicable State percentage, as identified in Paragraph 963 of the FCC Order. (C)

d. Initial OPVU and TPVU Factors

In calculating the initial OPVU and TVPU factor(s), the Company will take the factors provided by the customer into account retroactively to January 1, 2012, provided that the customer provides the factor(s) and supporting documentation, as specified in subsection (c) above, to the Company no later than fifteen (15) days after the effective date of this tariff. If the customer does not furnish the Company with an OPVU and/or TPVU factor pursuant to the preceding subsection (c), the initial factor will be zero.

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GENERAL SUBSCRIBER SERVICES TARIFF

Brindlee Mountain Telephone LLC

Section 200  
First Revised Sheet 5A

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.1 INTRASTATE ACCESS SERVICES (CONT'D)

A. (Cont'd)

6. Identification and Rating of VoIP-PSTN Traffic (Cont'd)

e. OPVU Factor Updates<sup>1</sup>

(C,N)(M)

The customer may update the PVU factors quarterly using the method set forth in subsection (c) above. If the customer chooses to submit such updates, it shall forward to the Company, no later than fifteen (15) days after the first of January, April, July and/or October of each year, revised PVU factors and supporting documentation based on data for the prior three (3) months, ending the last day of December, March, June and September, respectively. Once verified by the Company, the revised OPVU factor will be applied prospectively and serve as the basis for billing until superseded by a new verified factor. No prorating or backbilling will be done based on the updated OPVU factor.

(M)

(C)

(C)

<sup>1</sup> Updates to the TPVU factor are no longer being accepted due to intrastate terminating switched access rate parity with interstate rates beginning July 2, 2013.

(N)

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(N)

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

Section 200  
Original Sheet 6

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

(M)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE

A. Recording Service

The Telephone Company will provide Recording Service in association with the offering of Feature Groups C and D Switched Access Service for customer messages that can be recorded by Telephone Company provided automatic message accounting equipment. In addition, where the Telephone Company records the customer messages on manual tickets, the Telephone Company will provide Recording Service for the manual tickets and at offices where the Telephone Company provides Feature Group A Switched Access Services and has the stability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the Telephone Company will provide Recording Service for Feature Group A Switched Access Service.

The Telephone Company will provide Recording Service in its operating territory. The minimum territory for which the Telephone Company will provide Recording Service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A or C Switched Access Service. For Feature Group D Switched Access Service, the minimum territory for which the Telephone Company will provide recording service will be an end office.

1. General Description

Recording Service is the recording of the details of a customer message and, when requested by the customer, the provision of those details to the customer. Recording Service includes recording, assembly and editing, and provision of recorded customer message detail.

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through Switched Access Service for which answer and disconnect supervision has been received. Recording is provided 24 hours a day, 7 days a week.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

Section 200  
Original Sheet 7

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

A. Recording Service (Cont'd)

1. General Description (Cont'd)

Assembly and editing is the aggregation of the recorded customer message details to create individual messages and the verification that the data required for rating, in accordance with the standard format established by the Telephone Company, is present.

Provision of customer message detail is the provision of magnetic tapes containing the assembled and edited customer message detail where available and when requested by the customer, data-transmitting the assembled and edited customer message detail to the customer, sorting the message detail, and providing name and address information for the messages detail. Except for lost or damaged records, the recorded detail will be available to the customer not more than five business days after the date all the detail requested by the customer was processed by the Telephone Company.

2. Undertaking of the Telephone Company

a. The Telephone Company will record all customer messages, which are accessible by the Telephone Company provided recording equipment. Unavailable customer messages (i.e., certain Feature Group C operator and TSPS messages which are not accessible by Telephone Company provided recording equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the Telephone Company. Assembly and editing will be performed on all customer messages recorded during the billing period established by the Telephone Company.

b. A standard format for the provision of the recorded customer message detail will be established by the Telephone Company and provided to the customer. If, in the course of Telephone Company business, it is necessary to change the format, the Telephone Company will notify the involved customers six months prior to the change.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

Section 200  
Original Sheet 8

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

A. Recording Service (Cont'd)

2. Undertaking of the Telephone Company (Cont'd)

- c. Upon request, sorted or unsorted customer message detail will be provided to the customer in accordance with the customer specifications.

This information will only be provided to the extent that it is available in the Telephone Company data bases. Upon request, name and address information will be provided to the customer.

Upon request, sorting will be provided in accordance with the specifications the customer provides when it orders recorded customer message detail. The information necessary to sort the recorded message detail must be available in the Telephone Company records or be provided by the customer. If the sorting is to be performed using information which is confidential due to legal, national security, end user or regulatory imposed requirements, the information will not be used unless the customer secures written permission from the end user for the Telephone Company to use such information.

When available, the name and address information will be provided for the calling number shown in the recorded customer message detail. If the name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the name and address information will not be used unless the customer secures written permission from the end user for the Telephone Company to use the information.

- d. Where available and requested by the customer, recorded customer message details with or without sorting and with or without names and addresses will be provided on magnetic tape. The magnetic tapes will be

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

Section 200  
Original Sheet 9

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

A. Recording Service (Cont'd)

2. Undertaking of the Telephone Company (Cont'd)

provided without the return of previously supplied tapes. The Telephone Company will supply the magnetic tapes. Unless specified otherwise by the customer, the magnetic tapes will be sent to the customer via first class U.S. Mail service. However, the customer may pick up the magnetic tapes at a location designated by the Telephone Company or request that the detail on the magnetic tapes be data-transmitted to the customer.

e. Recorded customer message detail which is used to provide Message Processing and Message Bill Processing Service is retained by the Telephone Company for no longer than 45 days. The rated message detail is retained for reference (i.e. on paper or microfiche) in place of the recorded customer message detail. The Telephone Company will make every reasonable effort to recover recorded customer message detail not used in Message Processing Service. The charges as set forth in D.1.b. following will apply for all such detail provided. When these recorded customer message details are data-transmitted to a customer premise, the data transmission charges D.1.c. will apply. Such a request must be made within 30 days from the date the details were initially made available to the customer.

f. Program Development charges, as set forth in D.1.d. following, apply for the hours required to design, develop, test and maintain the necessary programs to provide customer requested data or accommodate customer provided changes.

3. Liability of the Telephone Company

The Telephone Company liability for Recording Service is as follows:

a. If customer message detail is not available because the Telephone Company lost or

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**GENERAL SUBSCRIBER SERVICES TARIFF**

Brindlee Mountain Telephone LLC

Section 200  
Original Sheet 10

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

A. Recording Service (Cont'd)

3. Liability of the Telephone Company (Cont'd)

damaged tapes or incurred recording system outages, the Telephone Company will estimate the volume of lost customer messages and associated revenue based on previously known values. This estimated customer message volume will be included along with the customer message detail provided to the customer and/or provided for Message Processing Service. In such events the extent of the Telephone Company's liability for damage shall be limited to the granting of a corresponding credit adjustment to the customer amounts due to account for the unbillable revenue.

b. When the Telephone Company is notified that, due to error or omission, incomplete data have been provided to a customer, the Telephone Company will make every reasonable effort to locate and/or recover the data and provide new magnetic tapes to the customer at no additional charge. Such request to recover the data must be made within 30 days from the date the details were initially made available to the customer. If the data cannot be recovered, the extent of the Telephone Company's liability for damages shall be limited as set forth in "a" preceding.

c. In the absence of willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in "a" and "b" preceding shall attach to the Telephone Company for its action or the conduct of its employees in providing Recording Service.

4. Obligations of the Customer

a. The customer shall order Recording Service under a Special Order for each state where the service is desired. The customer shall order Recording Service at least one month prior to the date when the customer message detail is to be recorded.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

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Original Sheet 11

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

A. Recording Service (Cont'd)

4. Obligations of the Customer (Cont'd)

b. The customer shall order, under a Special Order, provision of recorded customer message detail without sorting or name and address information at least one month prior to the date when it wishes to receive the recorded message detail. Any change in the provision of recorded customer message detail without sorting and name and address information to the customer will be accommodated provided the customer gives two weeks advance written notification to the Telephone Company.

c. The premises of the ordering customer shall provide such signals as may be required for the proper operation of the Telephone Company's automatic message accounting equipment used to perform the detail recordings.

5. Payment Arrangements and Audit Provision

a. Audit Provision

Audit provisions apply as follows:

Upon reasonable written notice by the customer to the Telephone Company, the customer shall have the right through its authorized representative to examine and audit, during normal business hours and at reasonable intervals as determined by the Telephone Company, all such records and accounts as may under recognized accounting practices contain information bearing upon the determination of the amount payable to the customer. Adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a

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**GENERAL SUBSCRIBER SERVICES TARIFF**

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Section 200  
Original Sheet 12

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

A. Recording Service (Cont'd)

5. Payment Arrangements and Audit Provision (Cont'd)

letter signed by the authorized representative of the party having such right and delivered to the other party.

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.

b. Minimum Period and Minimum Monthly Charge

The minimum period for which Recording Service is provided is one month for each state in which the service is ordered. The minimum monthly charges are the charges for each rate element ordered by the customer for 30-day period. If the service is terminated prior to the completion of the initial months service, the Telephone Company will estimate the minimum charge for each rate element using the most recent data available.

c. Cancellation of a Special Order

A customer may cancel a Special Order for Recording Service on any date prior to the service date. The cancellation date is the date the Telephone Company received written or verbal notice from the customer that the Special Order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. The service date for Recording Service is the date the customer requests the recordings to start.

When a customer cancels a Special Order for Recording Service after the order date but prior to the start of service, the minimum monthly charges will apply.

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Brindlee Mountain Telephone LLC

Section 200  
Original Sheet 13

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

A. Recording Service (Cont'd)

5. Payment Arrangements and Audit Provision (Cont'd)

d. Changes to Special Orders

When a customer requests material changes to a pending Special Order for Recording Service, the pending Special Order will be canceled and a new Special Order will be issued. Material changes to a pending Special Order for Recording Service include changes in the location and/or number of Telephone Company recording locations, changes in sorting parameters, provision of end user phone number and address, provision of data transmission to a customer location of customer recorded message detail, and changes in schedules, dates or intervals for receipt of customer recorded message detail. Non-material changes to a pending Special Order include changes in customer name, customer address and customer requests to receive Recording Services output at the Telephone Company location instead of through U.S. Mail. All cancellation charges as set forth in "c" preceding will apply for the canceled Special Order.

6. Rate Regulations

a. The Recording Service Special Order charge "D.1.a." applies for each Special Order accepted by the Telephone Company for Recording Service.

b. When Recording Service and Message Processing Service are ordered for the same state and month, the assembling and editing charge "D.1.b." does not apply. The charge for Recording "D.1.a." and for assembly and editing "D.1.b." apply per message recorded and per message assembled and edited.

c. When non-rated customer message detail is entered on a data file or magnetic tape for provision of message detail to a customer, the per tape charge applies for each data file or magnetic tape prepared, and the per

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**GENERAL SUBSCRIBER SERVICES TARIFF**

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Section 200  
Original Sheet 14

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

A. Recording Service (Cont'd)

6. Rate Regulations (Cont'd)

record charge "D.1.c." applies for each record processed. A record is a logical grouping of information as described in the programs that process the information. The Telephone Company will determine the charges based on the number of data files or magnetic tapes prepared and on its count of the records processed. The number of records processed will be determined using the number of records input to or the number of records output from the programs that process the information and load the magnetic tapes or data file, whichever number of records is higher.

d. The rates associated with Data Transmission "D.1.c." apply when message detail is data transmitted to a customer location by the Telephone Company. This charge applies to a per record transmitted basis.

e. The Program Development Charges as set forth in "D.1.d.", apply on either a basic or premium basis when the Telephone Company is required to make programming changes to meet customer needs. The Telephone Company will keep a count of the hours and fraction thereof to provide program development and will bill the customer accordingly. The hours for each service ordered will be summed and then rounded to the nearest hour. When the total is less than one hour, a one hour minimum will be used to determine the charges.

B. Message Billing Service

Message Billing Service consists of Message Processing Service and Bill Processing Service. A customer may order Message Processing Service or Bill Processing Service or both services.

Upon request the Telephone Company will provide Message Billing Service in its operating territory. The minimum territory for which the Telephone Company

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**GENERAL SUBSCRIBER SERVICES TARIFF**

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Section 200  
Original Sheet 15

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

will provide Message Billing Service in its state operating territory.

The Telephone Company will not render bills under this tariff for the provision and/or delivery of telegrams, flowers, gifts, wine or other like services that a customer offers.

1. General Description

a. Message Processing Service

Message Processing Service is the transforming of the recorded customer call details into rated messages in preparation for billing. Message Processing Service includes initial data entry and rating of messages.

Initial data entry is the assembly of recorded customer call details into customer messages. This function includes editing and verification of recorded details to assure that the data required for rating are present.

Rating of customer messages is the computing of applicable charges for each customer message based on the customer provided schedule of rates. Rating also includes the preparation of customer message detail for input to Bill Processing Service, the customer, or other entities.

b. Bill Processing Service

Bill Processing Service includes message-billed (when necessary) and bulk-billed account establishment, posting of rates messages and rate elements, preparation and rendering of bills, collection of deposits, receiving payments, maintenance of accounts, treatment of accounts, message investigation and inquiry (when ordered by the customer).

Message-billed service is a billing service for an end user account where individual

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**GENERAL SUBSCRIBER SERVICES TARIFF**

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Section 200  
Original Sheet 16

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

1. General Description (Cont'd)

customer messages are posted to the account and are listed on the bill rendered to the end user. This includes customer credit card end user accounts without an end user common line, or WATS Access Line and WATS-type service access lines where individual messages or groups of messages are posted to the account and listed on the bill rendered to the end user.

Bulk-billed service is a billing service for an end user account with a WATS Access Line or WATS-type service access line where individual customer messages are not listed on the bill rendered to the end user.

Account establishment is the preparation of a customer's end user record so that a bill can be sent to that end user.

Posting is the examination and identification of all the rateable elements specified by the customer to be billed to an end user and the application of appropriate customer rates and charges. The rating may be performed by the Telephone Company, another entity of the customer. Rating is always performed and editing may be performed coincident with the implementation of a change in the customer's schedule of rates.

Rendering of bills is the preparation and mailing of statements of the deposits and amounts due from the end user for customer message-billed and bulk-billed services. These statements may, at Telephone Company choice, be included as part of the regular monthly bill for local telephone exchange service mailed to the end user.

Receiving payment and maintenance of accounts is the collecting of monies from end users for services furnished by the customer and maintenance of records of all transactions.

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**GENERAL SUBSCRIBER SERVICES TARIFF**

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Section 200  
Original Sheet 17

S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

(M)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

B. Message Billing Service (Cont'd)

1. General Description (Cont'd)

Treatment of accounts is the forwarding of notices of delinquent or unpaid end user accounts and posting of credits and adjustments.

Message investigation is that activity undertaken by the Telephone Company to secure, or attempt to secure, proper billing information for customer messages.

Inquiry is the answering of end user questions about charges billed for customer services, application of credits and adjustments to end user accounts, and review of customer messages removed from an end user's bill.

2. Undertaking of the Telephone Company

a. Message Processing Service

- (1) The Telephone Company will provide Message Processing Service only for customer message originating or recorded within the operating territory of the Telephone Company. The customer message to be processed may be customer messages from Recording Service as set forth in "A" preceding or other customer messages which are chargeable in accordance with the rate schedule furnished by the customer.

Any sent-paid coin messages provided as input by the customer will be processed unless the customer specifies in writing that such messages are not to be processed.

- (2) A record of customer call details is required to provide Message Processing Service. Where a customer subscribes to Recording Service as set forth in "A" preceding, those recorded details may be used as the input. Where the customer

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

2. Undertaking of the Telephone Company (Cont'd)

provides the call details, the records must be in the standard format established by the Telephone Company and delivered to the location specified by the Telephone Company.

If the customer provided records must be converted by the Telephone Company to the standard format, and the Telephone Company agrees to make the conversion, program development charges apply for the hours required to design, develop, test and maintain the necessary programs. The Telephone Company will provide to the customer the precise details of the required standard format. If, in the course of Telephone Company business, it is necessary to change the standard format, the Telephone Company will provide notification to the involved customers six months prior to the change.

- (3) The Telephone Company will develop the customer's schedule of rates into a rating program. Program development charges, apply for the hours required to design, develop, test and maintain the necessary programs.
- (4) Upon acceptance by the Telephone Company of a Special Order for Message Processing Service from a customer, the Telephone Company will determine the period of time to implement such service on an individual order basis.
- (5) Changes in the rate levels of customer charges to be billed will normally be implemented within 30 days after receipt of a Special Order from the customer requesting such changes. Such changes will require modifications of the rating program. Program

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

2. Undertaking of the Telephone Company (Cont'd)

development charges apply for the hours required to design, develop, test and maintain the necessary program changes in addition to the End User Rate Element Rate Level Change charge.

- (6) Where the Telephone Company has rated customer message which are to be billed to an end user by another Exchange Telephone Company, the Telephone Company will enter the messages on a magnetic tape or data file which can be used for data transmission of the details. When the customer has so arranged with an involved Exchange Telephone Company, the Telephone Company will transmit the rates message details to such other Exchange Telephone Company for billing to end users in its operating territories. When the customer does not have billing arrangements with an Exchange Telephone Company, rates messages for billing to the end users of such an Exchange Telephone Company will be delivered to the customer.

Program development charges apply for the hours required to design, develop, test and maintain the necessary programs to provide customer requested data or accommodate customer provided changes.

- (7) Customer messages which the Telephone Company processes that cannot be rated in accordance with the customer rate schedule will be reviewed by the Telephone Company. Upon completion of the review, rated customer message will be delivered to the Bill Processing Service. Unrated messages will be handled in accordance with instructions that have been mutually determined by the Telephone Company and the customer.

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

2. Undertaking of the Telephone Company (Cont'd)

b. Bill Processing Service

- (1) When Bill Processing Service is ordered by a customer, the Telephone Company will establish and maintain end user accounts and prepare and render bills for all customer messages. End user accounts established by the Telephone Company will not reflect any previous balance due.

The Telephone Company will, in accordance with Telephone Company deposit regulations, determine and collect a deposit from the end user for the customer service.

The Telephone Company will, when necessary in accordance with the Telephone Company deposit regulations, maintain a service deposit balance for each end user account. Service deposits will not be maintained by individual customer accounts but will be maintained for the end user account in general. The Telephone Company will provide the customer a copy of its service deposit regulations upon request from the customer.

- (2) The Telephone Company will provide Bill Processing Service for message-billed service and bulk-billed services which are posted to end user accounts located within the operating territory of the Telephone Company.
- (3) Rated customer messages are required to provide Bill Processing Service. If the customer subscribes to Message Processing Service as set forth in "a" preceding, the rated customer messages may be used as the input. If the customer provides the rated customer messages, those customer messages must

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S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

2. Undertaking of the Telephone Company (Cont'd)

be in the standard format established by the Telephone Company and delivered to the location specified by the Telephone Company.

Such customer provided rated message data must identify the end user account to be billed. If the customer provided rated messages must be converted by the Telephone Company to the standard format and the Telephone Company agrees to make the conversion, program development charges apply for the hours required to design, develop, test and maintain the necessary programs. In addition, the assembling and editing charge applies.

The Telephone Company will provide to the customer the precise details of the required format. If, in the course of Telephone Company business, it is necessary to change the format, the Telephone Company will notify the involved customers six months prior to the change.

- (4) The Telephone Company will bill all rated customer messages provided by the customer to the customer's end user. The bill format will be determined by the Telephone Company.
- (5) Upon acceptance by the Telephone Company of a Special Order for Bill Processing Service the Telephone Company will determine the conditions and the period of time to implement such service.
- (6) Program development charges apply for hours required to design, develop, test and maintain necessary programs to provide customer requested data or accommodate customer provided changes.

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S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

2. Undertaking of the Telephone Company (Cont'd)

(7) The Telephone Company will, at the option of the customer, provide message-billed Bill Processing Service with or without inquiry and bulk-billed Bill Processing Service with or without inquiry. When the Telephone Company provides inquiry, the Telephone Company will be responsible for contacts and arrangements with the customer's end users concerning the billing, collecting, crediting and adjusting of the customer service charges, in accordance with written instructions furnished by the customer. When the Telephone Company provides Bill Processing Service without inquiry, all contacts from customer end users concerning the customer billed amounts will be referred to the customer. The Telephone Company will only be responsible for contacts with customer's end users the collection of customer service deposits and charges. Inquiry will only be provided when the customer is provided Bill Processing Service at the same state operating area.

(8) The Telephone Company will accept customer gift certificates for payment from end users if the customer agrees in writing to redeem all such gift certificates. The format of the gift certificate must be acceptable to the Telephone Company.

(9) Rated customer message input to Bill Processing Service which the Telephone Company cannot bill for any reason will be reviewed by the Telephone Company's message investigation groups. Upon completion of the review, the billable messages will be posted and the appropriate charges will apply. Unbillable messages will be handled in

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

(M)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

B. Message Billing Service (Cont'd)

2. Undertaking of the Telephone Company (Cont'd)

accordance with instructions that have been mutually determined by the Telephone Company and the customer.

- (10) The Telephone Company will post rated customer messages to the appropriate end user accounts. The Telephone Company will bill to an end user other customer message-billed service charges, such as provision of a credit card, issuing of a credit card, blocking of third number billing, time and rates charges, and subscription charges when it receives an order for such services from a customer.

Other customer message-related charges, such as directory assistance and DIAL-IT charges, will be billed to the end user based on customer message data received from Message Processing Service or from the customer. The Telephone Company will make adjustments to end user balances due as a result of the credits authorized by customer inquiry instructions and customer furnished statements.

- (11) The Telephone Company will establish an end user account for customer bulk-billed service when it receives an order from a customer to perform such activity for a specific end user.

The Telephone Company will bill other customer bulk-billed rate elements, such as provision of a bulk-billed service access line, installation of an access line and provision of an access line extension, when it receives a Special Order for such services from a customer. Other customer message-related charges for bulk-billed services, such as directory assistance and DIAL-IT charges, will be billed to

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

2. Undertaking of the Telephone Company (Cont'd)

the end user based on customer message data received from Message Processing

Service or from the customer. The Telephone Company will make adjustments to end user balances due as a result of the credits authorized by customer inquiry instructions and customer furnished statements.

c. Message

- (1) The Telephone Company will provide Message Billing Services under a Special Order. The Message Billing Service Special Order Charge will apply each time a service is ordered. The format of this Special Order will be specified by the Telephone Company.
- (2) The Telephone Company will accept an end user account activity special order to (a) establish or change end user account data, (b) establish or change an end user's account balance due, (c) establish or change end user account rate element rate levels and (d) change end user account rate element rate structure. The methods, procedures and manner in which the end user account data and changes are forwarded to the Telephone Company must be agreeable to the Telephone Company.

3. Liability of the Telephone Company

The Telephone Company liability for Message Billing Service is as follows:

- a. If Bill Processing Service detail is not available because the Telephone Company lost or damaged records or incurred processing system outages, the Telephone Company will attempt to recover the lost customer detail. If the lost customer detail cannot be

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

3. Liability of the Telephone Company (Cont'd)

recovered and the Telephone Company recorded the details, the customer detail and the extent of the Telephone Company's liability for damages will be as set forth in A.3.a. preceding. If the lost customer detail cannot be recovered and the customer provided the detail, the customer will be requested to resupply the detail. If the customer cannot resupply the detail, the detail and the extent of the Telephone Company's liability for damages will be as set forth in A.3.a. preceding. This recovered detail will be included in message detail provided to the customer when the customer orders such service and any recovered customer messages will be billed.

b. When the Telephone Company is notified that, due to its error or omission, incomplete customer detail has been provided, as set forth in B.2.a.b. preceding and/or "c" following, to a customer, the Telephone Company will make a reasonable effort to recover and provide the customer detail to the customer at no additional charge. Such requests to recover the customer detail must be made within 30 days from the date the customer detail was initially made available to the customer. If the detail cannot be recovered, the extent of the Telephone Company's liability for damages shall be limited as set forth in A.3.a. preceding.

c. If the Telephone Company finds, or is notified of, an error in billing to an end user, it will make a reasonable effort to correct the error and bill the appropriate end user within the limits permitted by laws of the state in which it provided the service. If the error is caused by the Telephone Company and the Telephone Company cannot bill the proper end user in a timely manner, the extent of the Telephone Company's liability for damages will be the

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

3. Liability of the Telephone Company (Cont'd)

known amount misbilled or when the amount misbilled is unknown, limited as set forth in A.3.a.

- d. In the absence of willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in "a", "b" and "c" preceding shall attach to the Telephone Company for its action or the conduct of its employees in providing Message Billing Services.

4. Obligations of the Customer

- a. The customer shall order Message Billing Services under a Special Order for each state where service is desired. The customer shall be responsible for all balances due from end users that exist prior to ordering Bill Processing Service.

At the time Message Processing Service, and/or Bill Processing Service is initially ordered, the customer shall order the service for a period not to exceed beyond December 31, 1987. Not later than six months prior to the end of the order period, the customer shall notify the Telephone Company in writing if any service is to be discontinued at the end of the period. If no notice is received from the customer, the Telephone Company will automatically extend the services through December 31, 1987, using the most capacity provided for the number of months remaining. The customer will be notified by the Telephone Company when such an extension is made. All appropriate charges will apply for this period of time and the minimum charges will be based on the most recent message capacity and/or bill capacity provided.

- b. When Message Processing Service is ordered, the customer shall furnish to the Telephone Company an estimate of the number of

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

4. Obligations of the Customer(Cont'd)

messages (message capacity), including those messages which will be bulk billed, to be processed for that order, for each state in which service is ordered.

In addition, when Bill Processing Service is ordered, the customer shall furnish the Telephone Company for each state separate estimates of message-billed messages and bulk-billed messages. The capacity estimate for inquiry for each state shall be the same as those provided for message-billed and/or bulk-billed messages, respectively.

- c. The customer shall furnish all information necessary for the Telephone Company to provide the Message Billing Service, including any per-month service charges applicable to an end user and an affidavit that states whether the customer service is subject to any Federal taxes and/or State taxes.
- d. The customer shall furnish to the Telephone Company a written schedule of its rates and charges in a mutually agreeable time frame to allow the Telephone Company to establish a rating program.
- e. The customer shall be responsible for all contact and arrangements with its end users concerning the provision and maintenance of the customer's service, including prior customer balances due from end users.
- f. When the customer orders message-billed or bulk-billed Bill Processing Service with inquiry, the customer shall furnish to the Telephone Company written instructions, which are agreeable to the Telephone Company, for the handling of end user questions about bills.

When the customer orders message-billed or bulk-billed Bill Processing Service without

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

4. Obligations of the Customer(Cont'd)

inquiry, the customer shall furnish the Telephone Company written instructions as to where inquiries are to be referred.

The customer shall notify its end users through its tariff or other appropriate means when the customer handles the bill inquiries. The customer shall furnish the Telephone Company in writing all end user bill adjustment statements.

g. The customer will immediately redeem all customer gift certificates the Telephone Company receives in payment for any end user charges. The customer agrees to use a gift certificate format which is agreeable to the Telephone Company.

h. The customer agrees to permit the Telephone Company to determine and collect customer service deposits from all customers' end users in accordance with the Telephone Company's deposit regulations. The customer will notify its end users through its tariffs or other means that the Telephone Company will determine and collect customer service deposits.

i. When the customer furnishes recorded customer detail for Message Processing Service and/or rated customer message detail for Bill Processing Service, it shall be responsible to deliver the detail to the location specified by the Telephone Company and it shall retain a copy of the detail furnished for at least 90 days.

5. Audit Provisions and Payment Arrangements

a. Audit Provisions

Audit Provisions apply as specified in Paragraph A.5 preceding.

b. Minimum Period

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

5. Audit Provisions and Payment Arrangements (Cont'd)

The minimum period for which Message Billing Service is provided and for which charges apply is one year, but not to extend beyond December 31, 1987. A minimum period ending on December 31, 1987 applies for each additional period of service ordered.

If the service is discontinued prior to the end of the period ordered, monthly charges apply for each remaining month and fraction of a month. The monthly charge will be calculated by dividing total minimum period charges by the number of months in the minimum period.

c. Minimum Order Capacities and Minimum Period Charges

Message Billing Service is subject to minimum order capacities and minimum period charges. The minimum order capacities are the message capacity and bill capacity as specified in (1) following. The minimum period charge is as specified in (2) following.

- (1) The minimum period bill capacity for message-billed messages and bulk-billed messages will be determined separately based on the estimates the customer furnishes as set forth in B.4.b. preceding. The minimum period capacity ordered for each period for inquiry shall be the same as that for message-billed and/or bulk-billed messages.
- (2) For Message Processing Service, the minimum period charge is the product of the message capacity furnished by the customer as set forth in B.4.b. and the appropriate Message Processing Service rate times 0.9.

For Bill Processing Service, the minimum period charge is the product of the message-billed message capacity and/or bulk-billed message capacity

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S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

B. Message Billing Service (Cont'd)

5. Audit Provisions and Payment Arrangements (Cont'd)

furnished by the customer as set forth in B.4.b. preceding and the appropriate Bill Processing Service message-billed and/or bulk-billed rate times 0.9. The minimum period charge for message-billed messages and bulk-billed messages will be determined separately based on the estimates the customer furnishes as set forth in B.4.b. preceding. For inquiry, the minimum period charge for message-billed inquiry and bulk-billed inquiry will be determined separately. For message-billed inquiry, the minimum period charge is the product of the message-billed message capacity furnished by the customer as set forth in B.4.b. preceding and the appropriate message-billed inquiry rate times 0.9. For bulk-billed inquiry, the minimum period charge is the product of the bulk-billed message capacity furnished by the customer as set forth in B.4.b. preceding and the appropriate bulk-billed inquiry rate times 0.9.

d. Cancellation of a Special Order

A customer may cancel a Special Order for Message Billing Service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the Special Order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. The service date for Message Billing Service is the date the customer and the Telephone Company mutually agree the service is to start.

When a customer cancels a Special Order for Message Billing Service after the order date, but prior to the start of service, a charge equal to the Special Order charge,

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S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

5. Audit Provisions and Payment Arrangements (Cont'd)

program development costs and any non-recoverable capital costs incurred by the Telephone Company will apply to the customer.

e. Changes to Special Orders

When a customer requests changes to a pending Special Order for Message Billing Service, such changes will be undertaken if they can be accommodated by the Telephone Company. A charge equal to any costs incurred by the Telephone Company because of the change will apply.

6. Rate Regulations

a. The Message Billing Service Special Order charge D.2.a. applies for each Special Order for Message Processing Service and/or Bill Processing Service, other than establishment of or changes to end user account data, establishment of or changes to end user account rate levels and changes to end user balances due.

b. The Message Processing Service message charges D.2.b. apply during the period ordered by the customer.

c. During any period in which the actual customer messages processed exceeds the maximum message capacity, an additional charge applies for each customer message processed that exceeds 110 percent of the message capacity ordered. This additional Message Processing charge, which is equal to the Message Processing rate "D.2.b.", applies to all messages above the message capacity ordered and the allowance specified.

d. Bill Processing Service charges "D.2.c." apply during the period ordered by the customer.

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S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

6. Rate Regulations (Cont'd)

- (1) The Message/Bulk Billed processing charge "D.2.c.(1)" applies for each Message Billed and/or Bulk Billed message that is processed to the message billing file.
  - (2) The Message/Bulk Billed inquiry charge "D.2.c.(2)" applies for each Message Billed and/or Bulk Billed message that is processing to the message billing file.
- e. During any period in which the actual customer messages billed exceeds the maximum message capacity, an additional charge applies for each customer message processed that exceeds 110 percent of the message capacity ordered. This additional Bill Processing charge, which is equal to the Bill Processing Rate "D.2.c.(1)", applies to all messages above the message capacity ordered and the allowance specified.

The customer, at its option, may order additional capacity. When more than one order exists at the same time for a customer, the capacity for determination of the additional capacity charge is defined as the sum of the prorated portions for each order for the calendar year.

- (1) For Message/Bulk Billed Processing, message capacity is defined as Message and/or Bulk Billed messages processed.
  - (2) For Message/Bulk Billed Inquiry, charges will apply for the same capacity that additional charges apply for Message and/or Bulk Billed processing.
- f. The Message-Billed Service charge per bill rendered "D.2.d." applies each month that one or more messages or related rate elements are billed to an end user.

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

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S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

B. Message Billing Service (Cont'd)

6. Rate Regulations (Cont'd)

When both interstate and state customer Messages are billed by the Telephone Company to the end user on the same bill, the Message Billed Service charge applies each month. When more than one copy of the end user bill is provided to the end user, the Message-Billed Service charges applies for each additional copy of the end user bill provided.

- g. A Bulk-Billed Service charge per bill rendered "D.2.d." applies each month that one or more bulk-billed charges are billed to an end user. When both interstate and state customer bulk-billed charges are billed by the Telephone Company to the end user on the same bill, the Bulk-Billed Service Charge times 0.5 applies each month. When more than one copy of the end user bill is provided to the end user, the Bulk-Billed Service charge applies for each additional copy of the end user bill provided.

- h. The Program Development charges "D.2.e." apply on either a basic or premium basis when the Telephone Company is required to make programming changes to meet customer needs.

The Telephone Company will keep a count of the hours and fraction thereof to provide development and will bill the customer accordingly. The hours for each service ordered will be summed and then rounded to the nearest hour. When the total is less than one hour, a one hour minimum will be used to determine the charges.

- i. The rate associated with Data Transmission of rated customer message detail between other Exchange Telephone Company locations "D.2.f." applies when message detail is data transmitted to or received from another Exchange Telephone Company location by the Telephone Company.

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S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

6. Rate Regulations (Cont'd)

This charge applies on a per record transmitted or received basis.

A record is a logical grouping of information as described in the program that processes the information.

- j. The End User Account Activity charges "D.2.g." apply whenever a customer requests end user account activity.

An End User account is a record for message-billed service or a bulk-billed service which has a unique name and address and billing identification number, assigned by the Telephone Company, to which a bill is rendered.

- (1) The End User Account Activity Special Order charge "D.2.g.(1)" applies whenever the customer furnishes to the Telephone Company end user account information that establishes an account or changes the rate element, rate levels, rate element structure, or balance due associated with an end user account.

- (2) The End User Account Establishment or Change Charge "D.2.g.(2)" applies whenever customer furnished information is used by the Telephone Company to establish or change end user account data. This charge does not apply to end user account rate element rate level changes, rate element rate structure changes, and adjustments to end user account balance.

In addition, the End User Account Establishment or Change charge does not apply when rated customer messages are posted to a message-billed account associated with an end user common line. The End User Account

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

6. Rate Regulations (Cont'd)

Establishment or Change charge applies when the Telephone Company, at the request of a customer, establishes or changes a message-billed account with a credit card but without an associated end user common line.

(3) The Adjustment to End User Account Balance charge "D.2.g.(3)", applies whenever customer furnished information is used by the Telephone Company to change and end user's account balance. The charge applies per end user account, per adjustment.

(4) The End User Account Rate Structure/ Element Change charge "D.2.g.(4)" applies whenever customer furnished information is used by the Telephone Company to change an End User's rate structure. This charge applies for each end user account on a per rate element changed basis.

k. Message Toll Sampling charges "D.2.h." apply when records are entered on a data file or magnetic tape in order to provide toll sampling information to a customer, a record is a logical grouping of information as described in the programs that process the information. The number of records output from the programs that process the information will be used to determine the charges. The per tape charge applies for each tape prepared.

l. The Provision of Local Exchange Company Originating Messages Summary charge "D.2.h." applies when message toll detail is summarized in a customer specified report type format (e.g., ATT-C MA-9) provided on either a data file, magnetic tape or paper. This charge is in addition to any required program development charges and/or tape charges and applies per report prepared.

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

B. Message Billing Service (Cont'd)

6. Rate Regulations (Cont'd)

A standard format for the provision of the originating message summary will be established by the customer and provided to the Telephone Company. If changes in the format become necessary, the customer will notify the Telephone Company six months prior to the change.

C. Billing System Information Service

At the request of the customer, the Telephone Company will provide information to the customer from its End User records, billing files and account data base.

1. General Description

Billing System Information Service is the provision of information to the customer from Telephone Company record systems. Such Billing Information Service will be limited to the provision of information to a customer relating exclusively to End User services provided by that customer. Information relating to services provided by any other entity will not be provided.

Information is defined as any entry in the records which is not listed as proprietary to the Telephone Company. Any entry listed as proprietary to the Telephone Company will not be provided.

2. Undertaking of the Telephone Company

a. Upon request from a customer who has also ordered Bill Processing Service, the Telephone Company will provide information from its records as follows:

- (1) message detail for a message end user
- (2) account detail for a message end user

Message detail is message-billed records in exchange message record (EMR) format.

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S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

C. Billing System Information Service (Cont'd)

2. Undertaking of the Telephone Company (Cont'd)

Account detail is data that furnishes the end user name, billing address and billing parameters.

Message detail and/or account detail which is confidential due to legal, national security, end user or other appropriate requirements will not be provided. If the customer requires this information in order to bill its services, it shall secure written permission from the end user to obtain the information from the Telephone Company. The customer shall furnish the Telephone Company the end user's written permission for the information to be released.

b. Billing System Information will be provided on a total file and/or file update basis as follows:

- (1) The total file output will contain end user information for the current billing period. The billing period will be set by the Telephone Company. The magnetic tapes will be provided without the return of previously supplied tapes. The Telephone Company will supply the magnetic tapes.

Once available, the paper printout, magnetic tape or fiche will be sent to the customer via first class U.S. Mail service. At the option of the customer, the customer may pick up the paper printout, magnetic tape or fiche at a location designated by the Telephone Company or request the information be data-transmitted to the customer.

- (2) The file update output will contain end user information for the current billing period only. The current billing period is the period associated

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

C. Billing System Information Service (Cont'd)

2. Undertaking of the Telephone Company (Cont'd)

with the most recent bill rendered to an end user. The magnetic tapes will be provided without the return of previously supplied tapes. The Telephone Company will supply magnetic tapes. The file updates will include those records added and those records deleted, if available.

Once available, the magnetic tape will be sent to the customer via first class U.S. Mail service. At the option of the customer, the customer may pick up the paper output, fiche or magnetic tape at a location designated by the Telephone Company or request the information be data-transmitted to the customer.

c. The Telephone Company will, at the request of the customer, mark any message-billed message end user account, as a user of the customer's message services. After marking is ordered, the end user account will be marked as a customer end user account at the time the first message is posted to the end user account.

d. Upon acceptance by the Telephone Company of a Special Order for Billing System Information Service, the Telephone Company will determine the period of time to implement such services on an individual order basis.

3. Liability of the Telephone Company

In the absence of willful misconduct, no liability for damages to the customer or other person or entity shall attach to the Telephone Company for its action or the conduct of its employees in providing Billing Information Service.

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

C. Billing System Information Service (Cont'd)

4. Obligations of the Customer

- a. The Customer shall order Billing System Information Service under a Special Order. The customer shall order those Billing System Information Services for the states where it wishes to receive the services and shall specify how often it wishes the service to be provided.
- b. With each order, the customer shall identify the authorized individual and address to receive the Billing System Information Service output.
- c. The customer shall take every effort to make sure that Billing System Information Service output is provided only to authorized personnel. The customer shall agree, in writing to the Telephone Company, that the customer will not provide the Billing System Information Service outputs to third parties for any use by such third parties except for work for the customer and which is under complete control of the customer.
- d. The customer shall be responsible for all contacts and inquiries from its end users concerning Billing System Information Service.
- e. When the customer orders marking, all accounts containing that customer's messages will be marked starting with the next bill period and marks will be made until the customer orders removal of all marks.

5. Payment Arrangements

a. Cancellation of a Special Order

A customer may cancel a Special Order for Billing System Information Service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the Special Order is

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

(M)

C. Billing System Information Service (Cont'd)

5. Payment Arrangements (Cont'd)

to be canceled. The verbal notice must be followed by written confirmation within 10 days. The service date for a Billing System Information Service is the date the Telephone Company notifies the customer that the Telephone Company is ready to provide Billing System Information Service reports.

When a customer cancels a Special Order for Billing System Information Service after the order date but prior to the start of service, charges as listed following shall apply:

a. Cancellation of a Special Order

- (1) For any service, the appropriate per hour for all hours expended by the Telephone Company to provide the service.
- (2) For any service, any expense for equipment obtained for the service where such equipment cannot be reused within six months.

b. Changes to Special Orders

When a customer requests changes for a pending Special Order for Billing System Information Service, any additional time required on the part of Telephone Company personnel will be billed to the customer at the appropriate hourly charges.

6. Rate Regulations

a. The Provision of Billing System Information Service Special Order Charge "D.3.a." applies for each Special Order accepted by the Telephone Company for Billing System Information Service.

b. Billing System Information Detail Charges "D.3.b." apply when records are entered on a

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S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

C. Billing System Information Service (Cont'd)

6. Rate Regulations (Cont'd)

data file or magnetic tape in order to provide information to a customer.

A record is a logical grouping of information as described in the programs that process the information. For each service and type of output ordered, the number of records processed by the Telephone Company to prepare the output will be used to determine the charges. The number of records processed will be determined using the number of records input to or the number of records output from the programs that process the information, whichever number of records is higher. The per tape charge applies for each tape prepared.

c. The Program Development Charges "D.3.c." apply on either a basic or premium basis when the Telephone Company is required to make programming changes to meet customer needs. The Telephone Company will keep a count of the hours and fraction thereof to provide program development and will bill the customer accordingly. The hours will be summed and then rounded to the nearest hour. When the total is less than one hour, a one hour minimum will be used to determine the charges.

d. The rate associated with Data Transmission of Billing System Information Service details to a location designated by the customer "D.3.d." applies when Billing System Information Service detail is data transmitted by the Telephone Company to a location designated by the customer. This charge applies on a per record transmitted basis.

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

D. Rates and Charges

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1. Recording Service

The rates and charges are:

	Rates
a. Recording,	
- per customer message	\$.0483
- per Special Order	\$24.85
b. Provision of customer message detail,	
- per tape or data file	\$ 17.48
c. Data transmission to a customer location,	
- per record transmitted	\$ .0084
d. Program Development	
- Basic, per hour	\$ 57.74
(applicable to work performed within the Telephone Company's normal work schedule and using the normal work force)	
- Premium, per hour	\$ 80.07
(applicable to work performed outside the Telephone Company's normal work schedule and/or which requires additions to the work force)	

2. Message Billing Service

The rates and charges are:

	Rates
a. Message Billing Service Special Order Charge,	
- per Special Order	\$ 24.85

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S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

D. Rates and Charges (Cont'd)

(M)

2. Message Billing Service (Cont'd)

b. Message Processing Service, per message

Rates for Service Commencing on or before 10-31-84	Rates for Service Commencing on 11-1-84 but before 10-1-85	Rates for Service Commencing on or after 10-1-85
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b. Message Processing Service, per message

\$ *	\$ *	\$ .0134
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c. Bill Processing Svc. (1) message/bulk-billed processing, -per message

\$ *	\$ *	\$ .0222
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(2) message/bulk-billed inquiry, -per message

\$ *	\$ *	\$ .0237
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\* These rates were deleted September 10, 1990.

The rates and charges are:

d. Message/Bulk Billed Service, in which one or more messages or message service related rate elements are billed, or in which a charge associated with a bulk billed service is billed, - per bill rendered for an end user account

\$ .82

e. Program Development, - Basic, per hour (applicable to work performed within the Telephone Company's normal work schedule and using the normal work force)

\$ 57.74

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S200. INTRASTATE ACCESS SERVICES TARIFF (CONT'D)

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

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D. Rates and Charges (Cont'd)

2. Message Billing Service (Cont'd)

- Premium, per hour \$ 80.07  
(applicable to work performed  
outside the Telephone Company's  
normal work schedule and/or  
which requires additions to the  
work force)

f. Data transmission of rated customer  
messages detail between other  
Exchange Telephone Company locations,  
- per record transmitted \$ .0084  
- per record received \$ .0084

g. End User Account Activity,  
(1) Special Order Charge to  
receive end user account data,  
- per order \$ 24.85  
(2) End User Account Establishment  
or Change Charge (per  
occurrence) \$ ICB  
(3) Adjustment to End User Account  
Balance Charge (per  
adjustment) \$ ICB  
(4) End User Account Rate  
Structure/Element Change  
Charge (per Rate Element  
Changed) \$ ICB

h. Message Toll Sampling/Summary Charge  
- per record extracted \$ .0163  
- per tape or data file \$ 17.48

3. Billing System Information Service

The rates and charges are:

a. Provision of Billing System  
Information Service,  
- per Special Order \$ 24.85

b. Billing System  
Information Detail

Magnetic tape,  
- per tape or data file \$ 17.48

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S200.2 INTRASTATE BILLING AND COLLECTION SERVICE (CONT'D)

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D. Rates and Charges (Cont'd)

3. Billing System Information Service (Cont'd)

- per record processed \$ .0080

c. Program Development charge,

- Basic, per hour \$ 57.74

(applicable to work performed within the Telephone Company's normal work schedule and using the normal work force)

- Premium, per hour \$ 80.07

(applicable to work performed outside the Telephone Company's normal work schedule and/or which requires additions to the work force)

d. Data transmission of Billing Information Service details, to a location designated by the customer

- per customer \$ .0084

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