

TARIFF SCHEDULES
APPLICABLE TO
TELEPHONE SERVICES OF

**Preferred Long Distance, Inc.
dba Telplex Communications
and dba Telplex**

**This Minnesota P.U.C. Tariff No. 3
Replaces In Its Entirety Preferred Long Distance, Inc.
Tariff Minnesota P.U.C. Tariff No. 3**

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications services provided by Preferred Long Distance, Inc. Preferred Long Distance, Inc. dba Telplex Communications and dba Telplex, with principal offices at 16830 Ventura Blvd., Ste 350, Encino, CA 91436, for services furnished within the State of Minnesota. This tariff is on file with the Minnesota Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
Title	Title	Original	2	21	Original	4	16	Original
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2	1	Original	2	34	Original	5	10	Original
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2	15	Original	4	10	Original	7	1	Original
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* Indicates page included in this filing.

Issued: August 14, 2014

Issued By:

Jerome Nussbaum
President
16830 Ventura Blvd., Suite 350
Encino, CA 91436

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**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

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

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

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of communications services by Preferred Long Distance, Inc. dba Telplex Communications and dba Telplex, hereinafter referred to as the "Company" or "Preferred Long Distance", to Customers within the state of Minnesota. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Minnesota Public Utilities Commission. In addition, this tariff is available for review at the main office of Preferred Long Distance, Inc. at 16830 Ventura Blvd., Suite 350, Encino, CA 91436.

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1.0 – DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User – A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission – Minnesota Public Utilities Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Company – Preferred Long Distance, Inc. dba Telplex Communications and dba Telplex, the issuer of this tariff.

Customer - The person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., that is provided service and that is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer

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

End Office – The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Exchange Telephone Company or Telephone Company – Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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

LEC – Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

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

POP - Point of Presence

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service – Any means of service offered herein or any combination thereof.

Service Order – The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Station – The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from Preferred Long Distance. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges – Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

SECTION 2.0 – REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Minnesota.

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

2.1.2 Shortage of Equipment or Facilities

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

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

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E.** Service may be terminated upon written notice to the Customer if:
 - 1.** the Customer is using the service in violation of this tariff; or
 - 2.** the Customer is using the service in violation of the law.
- F.** This tariff shall be interpreted and governed by the laws of the state of Minnesota regardless of its choice of laws provision.

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

- G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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

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

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

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service:**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service, (Cont'd.)**

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

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

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

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

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

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

- (1)** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (2)** the reception of signals by Customer-provided equipment.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-routine Installation**

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

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

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

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

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

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

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

2.5.2 Billing and Collection of Charges

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

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (Cont'd.)**

- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due multiplied by 1.5%.
- F.** The Customer will be assessed a charge of fifteen dollars (\$15.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2.0 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Disputed Bills**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Preferred Long Distance, Inc.
16830 Ventura Blvd., Suite 350
Encino, CA 91436
Telephone: 1-888-235-2026

Any objection to billed charges should be reported promptly to the Company. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Minnesota Public Utilities Commission Consumer Affairs Office
121 Seventh Place East, Ste 350
St. Paul, MN 55101-2147
Telephone 651-296-0406
Toll Free 1-800-657-3782
TTY 651-297-1200
Fax 651-297-7073
Email: CAStaff@pucgate.puc.state.mn.us

2.5.4 Advance Payments

To safeguard its interests, the Company may require the Customer to make an advance payment before services and facilities are furnished. The amount of the advance payment will be determined on a case by case basis and will conform to the applicable commission regulations.

SECTION 2.0 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits****A. Deposits and Guarantee Requirements**

The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with the Company. Deposit or guarantee of payment requirements as prescribed by the Company must be based upon standards which bear a reasonable relationship to the assurance of payment. The Company may determine whether a customer has established good credit with the Company, except as herein restricted:

1. A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
2. The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
3. The Company shall not use any credit reports other than those reflecting the purchase of company services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of the Company shall not affect the determination by the Company as to that customer's credit history.

SECTION 2.0 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits (Cont'd.)****A. Deposits and Guarantee Requirements (Cont'd.)**

4. Qualifying applicants for Lifeline Service may initiate service without paying a deposit if they voluntarily elect to have Toll Blocking on their line. Toll Blocking will be provided at no charge to Lifeline customers.

When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to the Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the Company to a bill when the bill has been determined by the Company to be delinquent. The Company shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

Interest shall be paid on deposits in excess of \$20 at the rate of six percent per year on the Commission's established interest rate as set forth in <http://mn.gov/commerce/energy/utilities/Utility-Deposit-Interest-Rates.jsp>, whichever is higher. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits, (Cont'd)****B. Guarantee of Payment**

The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Minnesota Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Disconnection of Service**

- A.** The company may discontinue service to a customer without notice under the following conditions:
1. in the event of tampering with the company's equipment;
 2. in the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
 3. in the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.
- B.** The company may discontinue service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal holidays) notice:
1. for failure of the customer to pay a bill for service when due;
 2. for failure of the customer to meet the company's deposit and credit requirements;
 3. for failure of the customer to make proper application for service;
 4. for customer's violation of any of the company's rules on file with the Commission;
 5. for failure of the customer to provide the company reasonable access to its equipment and property;
 6. for customer's breach of the contract for service between the company and the customer;
 7. for a failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service; or
 8. when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- C.** Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.7 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.8 Changes in Service Requested

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.6.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.2 Limitations of Allowances, (Cont'd.)**

- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Application of Credits for Interruptions in Service

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** No credit allowance will be given for interruptions of less than 24 hours. A one day credit allowance will be provided for each 24 hour period of interruption.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.7 Use of Customer's Service by Others****2.7.1 Joint Use Arrangements**

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

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

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

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

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3 pursuant to any financing, merger or reorganization of the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.10 Customer Liability for Unauthorized Use of the Network**

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

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.11 Notices and Communications**

- 2.11.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.13 Miscellaneous Provisions****2.13.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.13.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

The Company provides service within the service territory of Qwest Corporation. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the Minnesota Public Utilities Commission by Qwest Corporation.

SECTION 4.0 - LOCAL EXCHANGE SERVICES AND RATES

4.1 Call Timing for Usage Sensitive Services

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

- 4.1.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 4.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

SECTION 4.0 - LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks

4.2.1. General

- A.** Local exchange access lines and trunks provide a Customer with analog, voice-grade telephonic communications channels which can be used to place or receive one call at a time. Local exchange access lines and trunks provide a Customer with the ability to connect to the Company switching network which enables the Customer to:
1. place or receive calls to any calling station in the local calling area;
 2. access 911 and/or Enhanced 911 Emergency Service;
 3. access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
 4. access operator assisted services for the local calling area;
 5. access directory assistance for the local calling area;
 6. place or receive calls to toll-free (e.g., 800, 8XX) telephone numbers;
 7. access Telephone Relay Services;
 8. entitle the Customer to a directory listing of the main telephone number; and
 9. Call tracing blocking per Minnesota Rules Section 7812.0600.
- B.** For incoming service, an optional hunting feature is available for multiline or multitrunk Customers which routes a call to an idle line or trunk in a prearranged group when the called line or trunk is busy. Where facilities permit, more than one type of optional hunting arrangement may be provided.
- C.** Local exchange access lines and trunks are provided for the connection of Customer-provided wiring and FCC Part 68 approved devices.
- D.** Local exchange access lines and trunks are provided on a single party (individual) basis only. No multi-party service is offered.
- E.** Service is available on a flat rate, message or measured rate basis depending on the type of service selected by the Customer. Not all service types (flat, message, measured) will be available in all areas.
- F.** Recurring charges for Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls or minutes placed from the Customer's lines or trunks. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next bill immediately following work performed by the Company.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.2. Optional Calling Features

- A. General** - All of the optional features available to Customers either on a subscription or per use basis. All features are provided subject to availability. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.
- B. Features**
- 1. Additional Message Capacity-50/100 Residence and Business** - Optional mailbox feature that increases the number of messages a mailbox will hold by 50 or 100.
 - 2. Anonymous Call Rejection** - Allows end-user to reject incoming calls marked private or anonymous. Must be used in conjunction with Caller ID. If customer wants to deactivate, can do so by their phone (dialing *87 from each phone to deactivate & *77 to activate if have touchtone phones; if no touchtone phones, 1188 to deactivate & 1177 to activate.)
 - 3. Billed Number Screening/Toll Restriction** - Allows end-user the capability of restricting collect and/or third number billing to their telephone number.
 - 4. Business Complete-A-Call** - Connects a caller to the Intra Local Access and Transport Area (IntraLATA) telephone number that they requested from Directory Assistance (DA).
 - 5. Business Voice Messaging Service Choice** - Voice Mail Mailbox for Business only. Includes choice of Call Forwarding Busy Line/Don't Answer or Call Forwarding Don't Answer. Includes choice of Message Waiting Indication-Audible or Message Waiting Indication or Audible /Visual
 - 6. Call Curfew** - Through the use of a six-digit administrative security code, the end-user can establish screening schedules that will be used to block incoming and outgoing calls for specific time periods.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.2. Optional Calling Features (Cont'd.)

B. Features (Cont'd.)

7. **Call Forwarding Busy Line/Alternate Answer** - Automatically forwards incoming calls encountering a busy condition to a predetermined, programmed telephone number inside or outside the system.
8. **Call Forwarding Busy Line/Don't Answer IntraOffice** - Allows the end-user to forward calls within the same switch type. Calls can only forward to a single Call Forwarding number in either a busy line or don't answer condition.
9. **Call Forwarding Variable** – Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

10. **Call Forwarding/Busy Line (Expanded)** - Allows a customer to have an incoming call forwarded to another predetermined number in a different central office switch if the called number is busy.
11. **Call Forwarding/Busy Line (External)** - Allows a customer to have an incoming call forwarded to another predetermined number outside the customer's system within the same central office switch if the called number is busy.
12. **Call Forwarding/Busy Line (Overflow)** - Allows a customer to have an incoming call forwarded to another predetermined number within the customer's central office switch if the called number is busy.
13. **Call Forwarding/Busy Line (Programmable)** - Allows a customer to have an incoming call forwarded to another predetermined number if the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.2. Optional Calling Features (Cont'd.)

B. Features (Cont'd.)

- 14. Call Forwarding/Busy Line/Don't Answer (Expanded)** - Allows a customer to have an incoming call forwarded to another predetermined number in a different central office switch if the called number does not answer after a preset number of rings or if the called number is busy.
- 15. Call Forwarding/Busy Line/Don't Answer (External)** - Allows a customer to have an incoming call forwarded to another predetermined number outside the customer's system within the same central office switch if the called number does not answer after a preset number of rings or if the called number is busy.
- 16. Call Forwarding/Don't Answer** - Allows a customer to have an incoming call forwarded to another predetermined number within the customer's central office switch if the called number does not answer after a preset number of rings.
- 17. Call Forwarding/Don't Answer (Expanded)** - Allows a customer to have an incoming call forwarded to another predetermined number in a different central office switch if the called number does not answer after a preset number of rings.
- 18. Call Forwarding/Don't Answer (Programmable)** - Allows a customer to have an incoming call forwarded to another predetermined number if the called number does not answer after a preset number of rings. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.
- 19. Call Hold** - Allows an end-user to "hold" any call in progress by pressing the switchhook and dialing a Call Hold access code.
- 20. Call Park** - Allows you to hold or "park" a call by dialing an access code.
- 21. Call Pickup** - Allows an end-user to answer calls incoming to another station within a predetermined call pickup group by dialing a Call Pickup access code.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.2. Optional Calling Features (Cont'd.)

B. Features (Cont'd.)

22. **Call Queuing** - Ability to offer caller, who would normally reach a busy signal or voice mail, the opportunity to stay on the line (the queue) and have their call answered in person. Each Call Queuing unit is provisioned with two queue slots. This allows two incoming calls to be held in queue.
23. **Call Rejection** - Allows you to establish an “unwanted callers” list of up to 15 telephone numbers for calls you do not want to receive.
24. **Call Return/Automatic Call Back** – Allows the subscriber to automatically redial the number of the last incoming call whether answered or not.
25. **Call Routing- Business only** - Allows end-users to automatically direct their incoming calls into a minimum of two or a maximum of nine mailboxes or routers using a touchtone telephone. Callers will only be routed to mailboxes or routers and not to telephone numbers.
26. **Call Routing To Number- Business only** - Allows end-users to automatically direct their incoming calls to predetermined destinations using a touchtone telephone.
27. **Call Trace** - Allows a Customer to dial a code to automatically request that the Company or specified Utility record a caller’s originating telephone number and the date and time of the call as well as the date and time the Customer initiated trace. The information is disclosed only to a law enforcement agency for investigation purposes.
28. **Call Transfer** - Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three-party connection, and then to leave the connection without disconnecting the call.
29. **Call Waiting ID** – Provides information of an incoming Call Waiting using a Caller ID Display.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.2. Optional Calling Features (Cont'd.)

B. Features (Cont'd.)

- 30. Call Waiting/Cancel Call Waiting** - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- 31. Caller ID** - Allows the subscriber to view the listed telephone number from which the incoming call is dialed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls.
- 32. Caller ID Blocking** – Prevents the telephone number from being delivered to the Caller ID subscriber.
- 33. Caller ID Privacy** – Blocks the delivery of customer's Caller ID information on a per trunk group basis. (Provided to Law enforcement, domestic violence crisis intervention agencies and individual victims of domestic violence upon request.)
- 34. Caller ID with Privacy+™** - Screens incoming Caller ID calls that are marked "Private" or "Unavailable."
- 35. Carrier Access Code Blocking** - Restricts attempts to place 1+ calls over another LD Provider.
- 36. Complete Line Blocking from Caller ID** - Allows Customers to automatically block the disclosure of their directory number and name on all originating calls. The option precludes the originating Customer's telephone number and name, including Customers with nondirectory listed service or a Non-Published Number, from being displayed on the terminating Customer's Caller ID display device(s). There is no charge associated with line blocking for the initial request. Subsequent requests to add line blocking will incur a service order charge.
- 38. Complete-A-Call** - DA operator or the DA audio response system offers end-users local and local long distance call completion to requested numbers.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.2. Optional Calling Features (Cont'd.)

B. Features (Cont'd.)

- 37. Continuous Redial** - The Continuous Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

The Continuous Redial feature also allows Customers, having reached a busy number, to dial a code before hanging up. Repeat Dialing feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be accessed with Continuous Redial:

- Calls to Toll Free 8XX Service numbers
- Calls to 900 and 976 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

- 38. Continuous Redial Blocking** - Blocks the ability to have continuous redial.
- 39. Custom Number Services** - End-user requests a specific telephone number other than those offered.
- 40. CustomNet** - Provides screening options that restrict certain types of outgoing operator assisted toll calls.
- 41. Dial Call Waiting/Distinctive Alert** - When a line equipped with Dial Call Waiting calls a line equipped with Distinctive Alert, the end-user on the line with Distinctive Alert will hear one of the following: a distinctive ring signal on the called line when it is not in use or a distinctive call waiting signal on the called line when it is in use.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.2. Optional Calling Features (Cont'd.)

B. Features (Cont'd.)

42. **Dial Lock®** - Through the use of an administrative password, an end-user can determine what type of outgoing calls will be permitted from the line(s) Dial Lock is provisioned. The blocking can include local and long distance outgoing calls. Different blocking parameters can be established on a per line basis.
43. **Directed Call Pickup** - Allows a line to pick up an incoming call which is ringing or has already been answered on another line.
44. **Distinctive Ringing** - This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.
45. **Do Not Disturb** - Blocks incoming calls during designated times.
46. **Extension Mailbox** - Residence & Business - Allows one mailbox to be divide into a maximum of four compartments- three extensions and one main mailbox.
47. **Hunting** – Line hunting which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines or trunks from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.
48. **I-Called® Originating Blocking** - Prevents I-Called from being offered as an option from the called from number.
49. **I-Called® Pay Per Use** - Allows callers, who encounter a ring no answer condition, to record their name and telephone number for future delivery to the called party.
50. **I-Called® Terminating Blocking** - Terminating Blocking prevents I-Called messages from being delivered to the called to number.
51. **International Blocking** - International Blocking prevents completion of outgoing 011+ and 101xxxx011+ International Direct-Dialed calls.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.2. Optional Calling Features (Cont'd.)

B. Features (Cont'd.)

- 52. Intracall®/Home Intercom** - System on a single line that has multiple telephone sets.
- 53. Last Call Return** - Provides the telephone number of the last incoming call 54 the prompt to return the call.
- 55. Last Call Return Blocking** – Blocks the ability to use the last call return.
- 56. Listen Only Mailbox- Business only** - Ability to prerecord announcements and/or informational messages that may be heard by incoming callers. Listen Only Mailbox does not allow callers to leave messages.
- 57. Long Distance Alert** – Provides distinctive ring and a distinctive call waiting tone for long distance calls.
- 58. Long Distance Restriction** - Restricts end-users from placing most 1+ calls and all 0+ outgoing calls (including access to 900/976 pay-per-call services).
- 59. Mailbox Only- Residence only** - Allows the end-user to customize their mailbox arrangement.
- 60. Message Notification- Residence and Business** - Notifies an end-user of new messages in their mailbox by calling another number.
- 61. Message Waiting Indication-Business** - Provides an audible or visual or audible/visual indication of messages waiting.
- 62. Message Waiting Indication-Residence** - Provides an audible or visual or audible/visual indication of messages waiting.
- 63. Multi-Line Hunting** - Allows inbound calls to “hunt” multiple lines in sequence to find an idle line avoiding busy lines.
- 64. No Solicitation®** - Screens all incoming calls to the end-user’s telephone number with a greeting from 8:00 AM until 9:00 PM, seven days a week.
- 65. One Number Service** - Allows end-users to integrate one wireline telephone number with one wireless telephone number.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.2. Optional Calling Features (Cont'd.)

B. Features (Cont'd.)

- 66. Pay Per Call Restriction** - If end-users dial a 976 or 900 number they will get a recording announcing the call cannot be completed.
- 67. Priority Call** – Allows an end-user to establish a list of important telephone numbers on a Priority Call List.
- 68. Easy Access** - Designed to dial the retrieval number of the end-user's Voice Mail Response Unit.
- 69. Remote Access Forwarding** - A function which allows all incoming calls to be forwarded to another number. It allows the customer to remotely change the termination of their incoming calls.
- 70. Remote Access Forwarding (Call Following)** - Allows end-user to route all incoming calls to another destination and may be activated, deactivated, or changed from the end-user's premises or from any remote location.
- 71. Remote Call Forward (Market Expansion Line)** - Provides the end-user a local telephone number without having a physical location.
- 72. Route to Other Number- Business only** - Allows end-users to automatically direct their incoming calls into a minimum of two or a maximum of nine mailboxes or routers using a touchtone telephone. Callers will only be routed to mailboxes or routers and not telephone numbers.
- 73. Scheduled Forwarding** - Allows an end-user to route all incoming calls to another destination and may be activated, deactivated, or changed from the end-user's premises or from any remote location.
- 74. Scheduled Greetings- Business only** - Allows an end-user to record two different greetings; one during open hours and one during closed hours.
- 75. Security Screen®** - Allows end-users to have Private/Anonymous and Out of Area/Unknown callers identify themselves before the call is delivered, using a Caller ID display unit.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.2. Optional Calling Features (Cont'd.)

B. Features (Cont'd.)

- 76. Selective Blocking for Caller ID** - An originating option that allows Customers to control the disclosure of their directory number and name on a call-by-call basis. When activated, the option precludes the originating Customer's telephone number and name, including Customers with nondirectory listed service or a Non-Published Number from being displayed on the terminating Customer's Caller ID display device(s). Activation is accomplished by the calling party dialing the per call blocking activation code prior to initiating a call. There is no charge associated with per call blocking.
- 77. Selective Call Forward** – Allows end-users to forward only those calls from telephone numbers on their Selective Call Forward list.
- 78. Selective Call Waiting** - Allows you to establish and modify a privileged caller list of up to 25 telephone numbers that will trigger the call waiting tone when the line is in use. Selective Call Waiting limits the calls that can interrupt a call in progress. Calls from telephone numbers not on the list or from unidentified callers will either hear a busy tone or be routed to voicemail.
- 79. Series Hunting** – Starts with the dialed telephone number and tests for busy on each line in a prearranged order until either an idle line is found or the end of the list is reached.
- 80. Simultaneous Call Forwarding** - Provides the customer that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming calls simultaneously to another telephone number designated by the customer. The Simultaneous Call Forwarding customer is responsible for the payment of any applicable toll charges for each call between the Simultaneous Call Forwarding telephone and the line to which the call is being forwarded.
- 81. Speed Calling** – Allows an end-user to dial frequently called telephone numbers by dialing a 1 or 2 digit code in place of the entire telephone number.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.2. Optional Calling Features (Cont'd.)

B. Features (Cont'd.)

- 82. Talking Call Waiting** – Provides an audible announcement of the incoming caller's name.
- 83. Three Way Calling Blocking** - Blocks the ability to make 3 way calls.
- 84. Three Way Calling/Call Hold** – The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.
- 85. Transfer Mailbox- Residence and Business** - Transfers calls from a line that does not have Voice Messaging Service to a mailbox associated with another line.
- 86. Voice Mail** - Answers incoming calls when the line is busy or unanswered.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.3. Rates	Monthly Recurring
Monthly Recurring Fee	
With consolidated long distance billing	\$28.00
Without consolidated long distance billing	\$28.00
Additional Message Capacity, Residence and Business	
50 additional message capacity	\$5.95
100 additional message capacity	\$10.95
Anonymous Call Rejection	No Charge
Billed Number Screening/Toll Restriction	No Charge
Business Complete-A-Call	No Charge
Business Voice Messaging Service Choice	\$18.95
Call Curfew	\$5.95
Call Forwarding Busy Line/Alternate Answer	\$5.50
Call Forwarding Busy Line/Don't Answer IntraOffice	\$5.50
Call Forwarding Variable	\$5.50
Call Forwarding/Busy Line (Expanded)	\$5.50
Call Forwarding/Busy Line (External)	\$5.50
Call Forwarding/Busy Line (Overflow)	\$5.50
Call Forwarding/Busy Line (Programmable)	\$5.50
Call Forwarding/Busy Line/Don't Answer (Expanded)	\$5.50
Call Forwarding/Busy Line/Don't Answer (External)	\$5.50
Call Forwarding/Don't Answer	\$5.50
Call Forwarding/Don't Answer (Expanded)	\$5.50
Call Forwarding/Don't Answer (Programmable)	\$5.50
Call Hold	\$1.95
Call Park	\$1.95
Call Pickup	\$1.95
Call Queuing	\$19.95
Call Rejection	\$5.50
Call Return/Automatic Call Back*	\$5.50
Call Routing- Business Only	\$9.95
Call Routing To Number- Business Only	\$12.00
Call Trace	
·Extension of Call Trace period at request of investigative or law enforcement agency	\$0.00
·Provision of Call Trace information to investigative or law enforcement agency	\$0.00
·Setup During Normal Business Hours	\$4.45
·Setup Outside of Business Hours	\$9.95

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.3. Rates (Cont'd.)

	Per Use	Monthly Recurring
Call Transfer		\$5.50
Call Waiting ID		\$5.50
Call Waiting/Cancel Call Waiting		\$5.50
Caller ID		\$5.50
Caller ID Privacy		\$5.50
Caller ID with Privacy+™		\$10.95
Carrier Access Code Blocking		No Charge
Complete Line Blocking from Caller ID		\$0.00
Complete-A-Call		\$1.50/use
Continuous Redial, per usage		\$0.50
Continuous Redial Blocking		No Charge
Custom Number Services		\$450.00
CustomNet		No Charge
Dial Call Waiting/Distinctive Alert		\$5.50
Dial Lock		\$5.50
Directed Call Pickup		\$1.95
Distinctive Ringing ·First Add'l Number		\$5.50
Distinctive Ringing ·Second Add'l Number		\$5.50
Distinctive Ringing ·Third Add'l Number		\$5.50
Do Not Disturb		\$5.50
Easy Access		\$1.95
Extension Mailbox- Residence & Business		\$6.95
Hunting, per line/trunk		\$5.50
I-Called® Originating Blocking		No Charge
I-Called® Pay Per Use		\$1.95
I-Called® Terminating Blocking		No Charge
International Blocking		No Charge
<i>Intracal®/Home Intercom</i>		\$5.50
Last Call Return, per use		\$0.65
Last Call Return Blocking		\$5.50
Listen Only Mailbox- Business Only		\$19.95
Long Distance Alert		\$5.50
Long Distance Restriction		No Charge
Mailbox Only- Residence Only		\$7.95
Message Notification- Residence and Business		\$5.95
Message Waiting Indication- Business		No Charge
Message Waiting Indication- Residence		No Charge
Multi-Line Hunting		\$5.50

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.3. Rates (Cont'd.)

	Monthly Recurring
No Solicitation	\$7.95
One Number Service	\$5.50
Pay Per Call Restriction	No Charge
Priority Call	\$5.50
Remote Access Forwarding	\$5.50
Remote Access Forwarding (Call Following)	\$5.95
Remote Call Forward (Market Expansion Line)	\$16.00
Route to Other Number- Business Only	\$12.00
Scheduled Forwarding	\$6.95
Scheduled Greetings- Business Only	\$6.95
Security Screen	\$5.50
Selective Blocking for Caller ID	\$0.00
Selective Call Forward	\$3.50
Selective Call Waiting	\$6.50
Series Hunting	\$5.50
Simultaneous Call Forwarding	\$5.50
Speed Calling	\$5.50
Talking Call Waiting	\$5.50
Three Way Calling Blocking	No Charge
Three Way Calling/Call Hold*	\$5.50
Three-Way Call Transfer	\$5.50
Transfer Mailbox- Residence & Business	No Charge
Voice Mail: 45 sec. Msg.; 15 Msgs. Max	\$13.95
Voice Mail Gold: 60 secs. Msg.; 25 Msgs. Max.	\$14.95
Voice Mail Mailbox- Business Only	\$18.95
Voice Mail Premier: 60 secs. Msg.; 35 Msgs. Max.	15.95
Voice Messaging Service Residence Only	\$6.95

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.4. Additional Information for Call Tracing Feature

A. General

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a customer.

B. Definitions

1. Customer - means a person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications service.
2. Customer-originated call-tracing service - means a customer-activated, call-specific form of call tracing available as part of a set of services called Custom Local Area Signaling Services (CLASS).
3. Emergency - means a situation that appears to present immediate danger to person or property.
4. Investigative or law enforcement officer - means an officer of the United States, a state, or a political subdivision of the United States or a state, or a University of Minnesota peace officer, which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

SECTION 4.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)

4.2 Local Exchange Access Lines and Trunks, (Cont'd.)

4.2.4. Additional Information for Call Tracing Feature, (Cont'd.)

C. Terms and Conditions

1. Call Tracing will be provided when requested by both a customer and an investigative or law enforcement officer and the customer has provided consent. Normally written consent will be required.

In emergencies, call tracing will be provided upon receiving oral consent from the customer. The customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.

2. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to customers receiving call-tracing services.
3. The Company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.
4. The Company may provide customer-originated call-tracing service (CLASS Call Trace) as an alternative to Call Tracing in response to a Call Tracing request from a customer who is located in an exchange where CLASS Call Trace is available and where Class Call Trace will function as accurately as Call Tracing.

4.2.5. Miscellaneous Fees Fee or Charge

- A. Local Number Portability: LNP (Charged only if have LOCAL svc.) \$0.43**

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES**5.1 Service Order and Change Charges & Non-recurring Charges**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Installation of Primary Access Line	\$49.99
Installation Fee, per each new feature	\$7.99
Miscellaneous Change Charge	\$10.00
Account Set-up Fee, per account, per location (Applies when establishing a new account with the Company)	\$25.00
PIC Change Charge per line (Changing InterLATA or IntraLATA PIC)	\$8.26
Primary Service Order Charge - Per Order (Add/move lines, trunks, T1/PRI, IAD, and TC, Change Analog PBX trunks, Convert RCF to UNE and vice versa)	\$49.99
Secondary Service Order Charge – Per Order (Add/Change Custom Calling or miscellaneous features, Add/change toll blocking options, Add/change DID services, Change RCF terminating number, Change hunting arrangement, Upgrade/downgrade IAD channels, Add/change voicemail)	\$49.99
Record Order Charge – Per Order (Add or change directory listings, Change billing name or other changes to billing account, Invoice consolidation/ deconsolidation)	\$15.00
Technician Fee to Have New Jacks Installed (per jack)	\$110.00
Telephone Number Change Charge	\$20.00
Temporary Disconnections & Reactivations (per line, for local customers only)	\$19.95
Check-By-Phone Fee	\$1.00
Return Check Fee	\$15.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.2 Premises Visit**

Premise visit charges apply when a visit to the Customer's premise by a Company technician identifies a problem as either 1) no trouble found according to line testing performed at demarcation point, or 2) trouble found attributable to Customer provided equipment (CPE). Premise visit charges will not apply to customers subscribing to an Inside Wire Maintenance Plan.

The time period for which the Premise Visit charge is applied will commence at Company personnel's arrival at the Customer's premise and end when work is completed.

Charge Per Visit

First two hours, or any portion thereof	\$199.00
Each additional 15 minutes, or any portion thereof	\$ 20.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged.

Reactivate Suspended Service, per billing telephone number	\$49.99
Reinstate from Disconnected Service, per line	\$49.99

5.4 Select Usage Call Detail

A. Description

Call detail records associated with the Company's intra-company calling plan will not appear on customer invoices. These usage records will be made available to the customer upon request only and are billed per line, per service location, per billing cycle. Call detail records will be provided for all eligible lines, whether specifically requested or not. Customer must request usage records each month, and requests can be made for up to three months of prior usage.

B. Rates and Charges

Call Detail Record, per line, per service location, per billing cycle	\$20.00
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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES. (CONT'D.)

5.5. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the # symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.38

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.6. Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.6.1 Basic Directory Assistance

The following rates apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

A Customer is allowed one (1) direct dialed Directory Assistance Service calls per telephone line, per month. The call allowance is not transferable between separate accounts of the same Customers.

A maximum of two (2) requested telephone numbers are allowed per call.

Charges will not apply for calls placed from hospital services or calls placed from telephones where the Customer or, in the case of residential service, a member of the Customer's household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.

5.6.2 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect. All operator-handled charges, as specified in 5.7, apply as appropriate.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 5.7.1.

For local and intraLATA calls, charges for DACC service are not applicable to calls placed by those customers with reading, visual, or physical handicaps.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.7.3 Directory Assistance Services, (Cont'd.)

5.7.3 National Directory Assistance Service

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two (2) requested telephone numbers are allowed per call.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in 5.7, apply as appropriate.

5.7.4 Rates

Per Call	\$1.85
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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.8. Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

5.8.1 Local and IntraLATA Usage Rates

For usage rates, see Sections 4 and 6 of this tariff.

5.8.2 Local and IntraLATA Per Call Service Charges

Calling Card Mechanized	\$0.27 & \$0.65 access fee
Calling Card, Operator Assisted	\$0.00
Operator Assisted, Station-to-Station	\$2.50
Operator Assisted, Person-to-Person	\$5.45

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.9 Directory Listing Service

5.9.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgement of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

5.9.2 Listings

A. Primary Listing

One listing, termed the primary listing.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.9 Directory Listing Service, (Cont'd.)

5.9.2 Listings, (Cont'd.)

B. Additional Listings

Additional listings may be the listings of individual names of those entitled to use the customer's service or, for business, Departments, Divisions, Tradenames, etc.

Regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residential service.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, and Foreign Listings take the same classification as the service with which such listings are furnished.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.9 Directory Listing Service, (Cont'd.)

5.9.2 Listings, (Cont'd.)

C. Non-published Service

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone customers who are billed for calls placed to or from non-published numbers and to entities which collect for the billed services. Non-published names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to non-published service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

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

SECTION 5.0 – MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.9 Directory Listing Service, (Cont'd.)

5.9.2 Listings, (Cont'd.)

D. Non-listed Service

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

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

The Company will only complete calls to a non-listed number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

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

E. Caption

Listings may be indented under a caption or subcaption at no additional charge when in the judgement of the Company, the captions will facilitate the use of the service.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.9 Directory Listing Service, (Cont'd.)****5.9.3 Rates**

	Non-Recurring Charge	Monthly Recurring Charge
Primary Listing	\$0.00	\$5.50
Non-Directory Listed Service	\$0.00	\$5.50
Non-Published Service	\$0.00	\$0.99
Additional Directory Listing	\$0.00	\$5.50

(D)

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.10 Calling Card Rates

Per Minute	\$.27 per minute
Connection Fee for Interstate Calls	\$.65

5.11 Carrier Presubscription

5.11.1 General

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

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

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

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.11 Carrier Presubscription, (Cont'd.)

5.11.3 Rules and Regulations

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

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.11.5 below:

5.11.4 Presubscription Procedures

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

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

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 5.11.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.11 Carrier Presubscription, (Cont'd.)

5.11.5 Presubscription Charges

A. Application of Charges

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

B. Nonrecurring Charges

Manually Processes Presubscription Charge Per line, trunk, or port:	\$5.50
Electronically Processed Presubscription Charge Per line, trunk, or port, if available:	\$1.25

Subscribers changing both inter and intraLATA carriers contemporaneously will be assessed one half of the applicable charge.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.12 Intercept Services

5.12.1 General

Intercept Service provides a recorded announcement that states the line number status and a referral number, if available, for calls placed to a disconnected or changed business line number.

Intercept Service is subject to the availability of facilities.

Basic Intercept Service is provided free of charge to business customers for primary and DID on request for a minimum of 90 days. A charge applies per month per number for Extended Intercept Service in which a request is made for intercept service beyond the initial free period or Basic Intercept Service.

The charge for this service is billed in advance as a one time charge on the final invoice for that number, and is based on the length of time service is requested.

5.12.2 Charges

	<u>Monthly Charge</u>
Basic Intercept Service	N/C
Extended Intercept Service, per number referred	\$10.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.13 Toll and Information Service Restriction

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll or information service calls. Local directory assistance calls are allowed. This service is offered subject to the availability of facilities to individual line business and dial switching type customers. Provision of toll restriction does not alleviate customer responsibility for completed toll calls.

Toll Restriction may include Billed Number Screening (BNS) for customers. BNS prohibits collect and/or third number billed calls from being charged to BNS equipped numbers. Some calls, originating from locations that do not have screening capabilities, may not be capable of being intercepted and denied. These calls will be billed to the customer if completed.

5.13.1 Rates

Nonrecurring charge, per line	\$5.00
Monthly, per line	-----

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.14. Regulatory Assessment Fee**

Customers will be assessed a monthly Regulatory Assessment Fee. The Regulatory Assessment Fee permits the Company to recover the costs associated with access charges, taxes, and the expenses associated with regulatory matters and is applied each month in which the Customer has calling charges.

Regulatory Assessment Fee, per account, per month \$0.63

5.15. ILEC Bill Statement Fee

Customers may elect to have the convenience of Company billing appearing on the Customer's incumbent local exchange carrier invoice. If customer does not elect to receive incumbent local exchange carrier billing, no ILEC Bill Statement Fee applies.

ILEC Bill Statement Fee, per account, per month \$0.12

5.16. Cost Recovery Fee

Customers will be assessed a monthly Cost Recovery Fee. The Cost Recovery Fee permits the Company to recover a portion of the costs charged by local telephone company to process intrastate and local calls.

Cost Recovery Fee, per account, per month \$0.09

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.17 Telephone Assistance Plan (TAP)

1. General

TAP is a state sponsored assistance program under Minnesota Statutes Chapter 237 and is designed to make telephone service accessible to qualifying low-income residential households. Through this program, eligible households will receive a monthly discount on their telephone service.

2. Eligibility Requirements

To be eligible for assistance, an applicant must meet the following requirements:

2.1 This discount applies on a single line at the principal place of residence for the applicant.

2.2 Applicant signs document certifying under penalty of perjury that the consumer receives benefits from at least one of the following programs:

- Medicaid
- Food Support (Food stamps)
- Minnesota Family Investment Program (MFIP)
- Supplemental Security Income
- Federal Public Housing Assistance
- Low Income Home Energy Assistance Program

Individuals who do not qualify under any of the above but live on a federally recognized reservation may qualify if the applicant signs a document certifying under penalty of perjury that the applicant receives benefits from at least one of the following programs:

- Bureau of Indian Affairs General Assistance
- Tribally Administered Temporary Assistance for Needy Families
- Head Start (only for those meeting its income qualifying standard)
- National School Lunch Program's free lunch program

2.3 Applicant agrees to notify the carrier if that consumer ceases to participate in any of the above listed federal assistance programs.

3. Eligibility Revocation

If the telephone company discovers that conditions exist that disqualify the recipient of TAP, the support will be discontinued. The customer will be billed retroactively to whichever is the most recent of the dates TAP assistance commenced or the recipient no longer qualified for the service not to exceed 12 months.

4. State TAP Monthly Surcharge

Company adopts the current TAP Surcharge set forth at
<http://mn.gov/commerce/businesses/Telecom-Provider/industry/TAP-TAM-911-Fees.jsp>

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.18. Telecommunications Access Minnesota (TAM)

5.18.1. This tariff provides for a surcharge to establish and administer a program to distribute communications devices to eligible Minnesotans who have a hearing, speech, or physical disability and to create and maintain telecommunications relay services.

5.18.2. Eligibility for Communications Devices

The Department of Human Services is responsible for distributing communications devices and will determine if a consumer is eligible for such devices. To be eligible to obtain a communication device, a person must be:

- A. able to benefit from and use the equipment for its intended purpose;
- B. have a hearing, speech or physical disability;
- C. a resident of the state;
- D. a resident in a household that has a median income at or below the applicable median household income in the state, except a deaf and blind person applying for a telebraille unit may reside in a household that has a median income no more than 150 percent of the applicable median household income in the state; and
- E. a resident in a household that has telephone service or that has made application for service and has been assigned a telephone number; or a resident in a residential care facility, such as a nursing home or group home where telephone service is not included as part of overall service provision.

5.18.3. Eligibility for Wiring Installation

If a person with a hearing, speech or physical disability does not have wiring to the person's premise to receive telephone service, and the person is subject to economic hardship as determined by the Department of Human Services, the telephone company providing local service shall at the direction of the administrator of the program install necessary outside wiring without charge to the household.

5.18.4. Funding

The program is funded through a surcharge on residence and business access lines which pay the 911 surcharge.

5.18.5. Rates

The surcharge rate is the effective rate ordered by the Minnesota Public Utilities Commission. The company is responsible for billing, collecting and remitting the surcharge to appropriate government agency.

SECTION 6.0 - LONG DISTANCE SERVICES

6.1 Long Distance Switched Service

Outbound Service	Monthly Fee	Per minute rate
Recurring Monthly Fee	\$0.00	
Interstate*		\$0.039
Intrastate (interLATA)		\$0.079
IntraLATA*		\$0.079
Inbound Service		
Recurring Monthly Fee	\$2.00	
Interstate*		\$0.129
Intrastate (interLATA)*		\$0.089
IntraLATA*		\$0.089

6.2. Suspended Service Reactivation Charge

A Customer who's Service has been suspended, may request Service reconnection following resolution of the circumstance(s) resulting in suspension. A non-recurring reconnection charge applicable to each Customer account applies.

Suspended Service Reactivation Charge, per reconnection, per billing telephone number

\$19.99

6.3. Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. Please refer to full Service description at Section 5.6.

Per Directory Assistance Call

\$1.85

* All calls rounded up to full minute billing

SECTION 7.0 - PROMOTIONAL OFFERINGS**7.1 Special Promotions**

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.