

TEXAS TARIFF  
FOR  
LOCAL EXCHANGE SERVICE OF  
CAMPUS COMMUNICATIONS GROUP, INC.

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### **SYMBOLS**

The following symbols will be used in the right-hand margins of each Tariff page to indicate changes made on the sheets:

- (C) Indicates a change in regulations
- (D) Indicates a discontinued rate or regulation
- (E) Indicates a correction of an error made during a revision
- (I) Indicates a rate increase
- (M) Indicates moved text
- (N) Indicates a new rate or regulation
- (R) Indicates a rate reduction
- (T) Indicates a change in text, but no change in rate or regulation

In addition to symbols for changes, each provision or rate element changed will contain a vertical line, which will identify the lines being changed.

**TARIFF FORMAT**

- A. Page Numbering - 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 4 and 5 would be 4.1.
- 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. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence - There are six 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(a)
- 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.

**APPLICABILITY OF TARIFF**

The Company provides communications services in Texas. The Company is a Delaware Corporation with its headquarters in Champaign, Illinois. It is authorized to conduct business in Texas, with its principal office located at 206 N. Randolph St., Suite 200, Champaign, Illinois 61820.

Most, if not all, services are provided to business customers pursuant to individual case based contracts as described below. To the extent that contracts are silent as to a term or rate or contracts have not been executed, then rates and term offered in this Tariff are applicable

This Tariff contains the description of the Services offered, the terms and conditions under which each of the Services are provided, and all effective rates and charges applicable to the furnishing of Business Local Exchange Service. The rates and Services provided in this Tariff are filed at the Commission pursuant to the Public Utility Regulatory Act (“PURA”) and the rules adopted by the Commission.

**ACCESSIBILITY OF TARIFF**

These Tariffs are available for viewing, during normal Business Hours, at the Commission or the Company’s principal place of business:

206 N. Randolph St., Suite 200  
Champaign, Illinois 61820

## **SECTION 1 - DEFINITIONS**

**“Account”** means either a Customer’s physical location or individual Service represented by a unique account number within the billing system. Multiple Services each with a unique account number may be part of one physical location.

**“Activation Fee”** is charged to establish an Account and begin Service.

**“Account Number”** is a unique number used to identify each dedicated phone Service.

**“Application for Service”** is a standard form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide and bill for Services. The Company’s order process that includes technical, billing and other descriptive information provided by Customer that allows the Company to provide requested communications Services for Customer and Customer’s Authorized Users. Upon acceptance by the Company, the Application for Service becomes a binding contract between Customer and the Company for the provision and acceptance of Services.

**“Authorized User”** is a person that is either authorized by the Customer to use telephone Service at Customer’s Premise or other location, or is placed in a position by the Customer, either through acts or omission, to use the Customer’s Local Exchange Service.

**“Basic Local Service”** means access to the Public Switched Telephone Network via a single, voice-grade communications channel.

**“Business Hours”** means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday, excluding holidays.

**“Commission”** means the Public Utility Commission of Texas.

**“Company”** means Campus Communications Group, Inc., unless otherwise indicated by the context.

**“Customer”** means any person, corporation, or lawful entity that orders and/or uses Service, and/or is responsible for the payment of charges and for compliance with the Company’s Tariff regulations.

**“Customer-Provided Equipment”** is Terminal Equipment provided by the Customer to utilize the Company’s Service.

**“Customer trouble report”** means any oral or written report given to the Company’s repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the Telecommunications Service provided by the Company.

**“Delinquent”** means a payment for a billing for Services to be provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

**“Demarcation Point”** is the point at the Customer’s premise where the Customer’s inside wire connects to the intrabuilding network cable (“INC”). Where there is no INC, the Demarcation Point is the point of entry at Company’s entrance Facility. This Demarcation Point separates the responsibility of the End User from that of a vendor or Company’s vendor of choice for Premises wire repair and Customer Provide Equipment trouble isolation.

**“Disconnection”** is the disconnection of a circuit, dedicated access line, or port connection being used for existing Service.

**“End User”** means the ultimate user of the Telecommunications Services and who orders Service and is responsible for payment of charges due in compliance with the Company’s price list regulations. See “Customer.”

**“Exchange”** means a geographic area established and approved by the Commission for the administration of Local Exchange Service in a specified area that usually embraces a city, town, or village and its environs. It may consist of one or more Central Offices together with associated plant used in furnishing communication Service in that area.

**“Facility” or “Facilities”** means any item or items of communications plant or equipment used to provide or connect to the Company’s Services.

**“FCC”** means the Federal Communications Commission.

**“Interexchange Carrier” or “IXC”** means a common carrier that provides long distance domestic and international communication Services to the public.

**“Local Exchange Company” or “LEC”** means a company that furnishes Local Exchange Services.

**“Local Exchange Service”** means access to the Public Switched Telephone Network and the ability to make calls in a Customer’s geographic area without incurring toll charges.

**“Monthly Recurring Charges”** means the monthly charges to the Customer for Services, Facilities and equipment, which continue for the agreed upon duration of the Service.

**“Non-business Hours”** means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and the dates the following holidays are observed: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

**“Non-Recurring Charge (“NRC”)**” means the initial charge, usually assessed on a one-time basis, to initiate and establish Service.

**“Non-Published Number”** is a Service that prevents a Customer’s telephone number from being published in the local telephone directory or provided by Local Directory Assistance.

**“Premises”** means a building or buildings on contiguous property (except railroad rights-of-way, etc.).

**“Public Switched Telephone Network”** means a common carrier network that provides circuit switching between public users. This is the worldwide voice telephone network accessible to all those with telephones and Access privileges.

**“Public Utility Commission of Texas” (“PUC” or “Commission”)** means the regulatory body authorized by the Constitution of the State of Texas and the laws of the State of Texas promulgated by and enacted by the Governor of Texas, which regulates Basic Local Exchange Service.

**“Service”** means Service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by the Company in the provision of Telecommunications Service to its Customers.

**“Service Commencement Date”** means the first day following the date on which the Company notifies the Customer that the requested Service or Facility is available for use, unless extended by the Customer’s refusal to accept Service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer’s acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which Customer used the Service or Facility

**“Service Order”** means the written request for Service executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date.

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**“Switch”** denotes an electronic device that is used to provide circuit sharing, routing, and control.

**“Tariff”** means a document filed with the Public Utility Commission of Texas or the Federal Communications Commission that details Services, equipment, and pricing offered by the Company to all potential Customers.

**“Telecommunications Service”** means any Service provided by the Company, including voice, data, and all other types of communications services, that provides for the transmission, reception, and switching of signals, such as electrical or optical, by wire, fiber, or electromagnetic means.

**“Terminal Equipment”** means telephones and other equipment installed at the end of a telephone line.

**“Underlying Carrier”** means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer’s telecommunications traffic.

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**SECTION 2 - TERMS OF SERVICE/RULES AND REGULATIONS**

**2.1 Bill Contents.** Bills to customers will be typed or machine-printed, rendered regularly, and shall contain an itemized listing of all charges and the period of time covered by the billing. Statements itemizing message toll charges, if any, will be included in bills to customer.

**2.2 Adjustment of bill due to interruption of service.** In the event a customer's service is interrupted otherwise than by negligence or willful act of the customer and it remains out of order for 24 hours after being reported to the Company, adjustments shall be made to the customer, based upon the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill. If in the case of such interruption, service is restored on or before the day after it is reported or found by the company, no allowance will be made.

**2.3 Explanation of rates and charges.** Upon the request of any customer or applicant, the Company will provide an explanation of the rates, charges, and provisions applicable to the service furnished or available to such customer or applicant, and shall provide any information and assistance necessary to enable that person to obtain the most economical communications service conforming to the person's stated needs. Applicants for service shall be advised as to alternate services available to meet their stated communications requirements. This information may include printed explanations of alternate services and rates. Correspondingly, the Company will notify its customers of any services and shall provide an estimate of the initial billing for basic monthly service, including fractional monthly amounts, plus any other applicable charges.

**2.4 Deposit 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 that 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 that Company, except as herein restricted:

**A.** 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.

**B.** The Company will 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.

**C.** The Company will 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 a Company shall not affect the determination by the Company as to that customer's credit history.

**2.5 Deposit.** 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 will 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 will 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.

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.

**2.6 Permissible Service Disconnections with Notice.** With notice the Company may disconnect service to any customer for any reason stated below. Notice must comply with the requirements of the Texas Public Utility Commission.

- A. for failure of the customer to pay a bill for service when due;
- B. for failure of the customer to meet deposit and credit requirements;
- C. for failure of the customer to make proper Application for Service;

D. for customer's violation of any of the Company's rules and requirements as stated in this tariff of in an individual case based contract;

E. for failure of the customer to provide the Company reasonable access to its equipment and property;

F. for customer's breach of the contract for service between the Company and the customer;

G. 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

H. when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

**2.7 Permissible Service Disconnections Without Notice.** Without notice the Company may disconnect service to any customer for any reason stated below:

A. in the event of tampering with the Company's equipment;

B. 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

C. 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.

**2.8 Notice Requirements.** All notices required by this chapter must precede the action to be taken by at least five days excluding Sundays and legal holidays. No notice may be given until the condition of which it informs presently exists. When required by this chapter, notice of impending action by the Company shall be by first class mail. Notice shall be sent to the address where service is rendered or to the address where the bill is sent if different from the address where service is rendered.

In lieu of mailing, notices may be delivered by a representative of the Company. Such notices must be in writing and receipt of them must be signed by the customer, if present, or some other member of the customer's family of responsible age, or the Company representative must make an affidavit under oath that the Company representative delivered the notice to the customer, or the customer's residence or business. A record of all notices and all affidavits required by this chapter must be kept on file by the Company and must be made available to the commission. Disconnection notices shall contain the date on or after which disconnection will

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occur, reason for disconnection, and methods of avoiding disconnection in normal, easy-to-understand language.

**2.9 Taxes.** All charges for Service(s) are net of Applicable Taxes (as defined below). Except for taxes based on Company's net income and taxes assessed on Company's tangible or intangible property, Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service(s) and permitted by applicable law to be passed through to Customer, including, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, municipal rights of way fees or access line fees, or federal or state universal services charges (collectively, "**Applicable Taxes**"). If a Party is entitled to an exemption from any Applicable Taxes, such Party shall be responsible for presenting the other Party with a valid exemption certificate. Both Parties will give effect to any such valid exemption certificate to the extent it applies to any Service(s) billed by a Party to the other Party. Customer shall provide adequate proof documentation in a form as may be required by Company that attests to Customer's reporting access lines or other information to municipalities, state regulatory commissions, and other regulatory authorities as may be required by law.

**2.10 Services.** The Company will offer point-to-point connections for telecommunications and data services over buried fiber optic cabling in locations where the Company has installed its own cabling. The services include broadband service, private lines, and ethernet. The Company will also provide dark fiber service through lease agreements to end user customers. These customers will be responsible for installation and maintenance of their own supplied electronics.

**2.11 Customers and Contracts.** All customers will be businesses who have entered into individual case-based contractual agreements with the Company which will govern the rates to be charged for the particular services to be provided as well as additional contractual terms as needed for the particular service or location. In the event any contract provision is contrary to this tariff, the tariff provision will control. To the extent that the contract does not provide pricing for local exchange service, the rates and prices contained within Section 4 will control.

**2.12 Point-to-Point Connections.** The Company's point-to-point connections are offered to business customers on an individual case basis for inbound and outbound calling. This service includes the cost of transport from the serving central office to the demarcation point at the Customer's premises.

**2.13 Individual Case Basis (ICB) Arrangements.** All pricing arrangements are at negotiated rates on an individual case basis (ICB). Service offered will be provided to Customers under contract.

## **2.14 Undertaking of the Company**

2.14.2 The Company is responsible under this Tariff only for the Services and Facilities provided herein, and it assumes no responsibility for any Service provided by any other entity.

2.14.4 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such Services are being used in violation of the law.

2.14.5 The Company's Services are available twenty-four (24) hours per day, seven (7) days per week.

2.14.6 The Company will comply with all rules and regulations of the Public Utility Commission of Texas.

### **2.14.7 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.

## **2.15 Terms and Conditions**

2.15.1 Except as otherwise provided herein, the minimum period of Local Service is one month (30 days). The Company will issue a billing invoice monthly. All payments for Local and Interexchange Service are due on the invoice due date of each month for the following month's Service. If a prepaid Customer's Account is not paid in full by the due date, Company will begin to Disconnect Service. For all calculations of dates set forth on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.15.2 Customers may add authorized optional features to their existing Service by remitting payment for the feature prior to the expiration of the current month of Service.

Functionality of the added feature will commence on the first day of the subsequent month of Service.

2.15.3 Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Agreement, shall survive such termination.

2.15.4 This Tariff shall be interpreted and governed by the laws of the State of Texas.

2.15.5 The Customer has no property right to the telephone number or any other call number designation associated with Services furnished by the Company. The Company reserves the right to change such numbers, or the Central Office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

## **2.16 Obligations of the Customer**

2.16.1 When placing an order for Service, the Customer must provide:

- (A) The name(s) and address of the person(s) responsible for the payment of Service charges; and
- (B) The name(s), telephone number(s), and address (es) of the Customer contact person(s);
- (C) The payment of all applicable charges pursuant to this Tariff;

2.16.2 The Customer must reimburse the Company for damages 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's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;

2.16.3 The Customer must provide a safe place to work and comply 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. friable asbestos) prior to any construction or installation work;

2.16.4 The Customer must comply with all laws and regulations applicable to, and obtain 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 Subsection 2.16.3 above, and granting or obtaining permission for Company 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;

2.16.5 The Customer may not create or allow to be placed or maintained any liens or other encumbrances on the Company's equipment or Facilities; and

2.16.6 The Customer must make Company Facilities and equipment located on the Customer's Premises available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

## **2.17 Liability of the Customer**

2.17.1 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.

2.17.2 To the extent caused by any negligent or intentional act of the Customer as described in 2.17.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.

2.17.3 The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations,

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whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

## **2.18 Claims**

2.18.1 With respect to any Service or Facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

(A) Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

(B) Any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's Services and Facilities in a manner not contemplated by the agreement between the Customer and the Company.

(C) 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;

(D) 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 commotion; 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;

(E) Any unlawful or unauthorized use of the Company's Facilities and Services.

(F) 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;

(G) Breach in the privacy or security of communications transmitted over the Company's Facilities;

(H) 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.

(I) Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof;

(J) 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;

(K) Any noncompletion of calls due to network busy conditions;

(L) Any calls not actually attempted to be completed during any period that Service is unavailable; and

(M) 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.

## **2.19 Payment for Service**

2.19.1 The Customer is responsible for payment of all charges for Service and Facilities furnished by the Company to the Customer or Authorized Users. If any entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a Service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.19.2 All charges due from the Customer are payable to any agency duly authorized by the Company to receive such payments. The billing agency may be the Company, an agent of the Company, a credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

2.19.3 Adjustments to the Customer's bill(s) shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

## **2.20 Returned Check Charge**

2.20.1 A returned check charge in the amount of \$25.00 shall be applied if a check offered by a Customer for payment of Service provided is dishonored by a bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

## **2.21 Transfer or Assignment**

2.21.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

(A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least fifteen (15) days prior to the effective date of any requested assignment or transfer;

(B) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such transfer or assignment will not be unreasonably withheld; and

(C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within fifteen (15) days of receipt of the request.

2.21.2 Any permitted transfer or assignment of the Company's Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.21.3 This Tariff, in its entirety, shall apply to all such permitted assignees or transferees.

## **2.22 Use of Service**

2.22.1 Company's Local Service provides the Customer with a single, voice-grade communications channel. Each access line will include a telephone number with touch-tone dialing.

2.22.2 The Company's Service(s) may be used for any lawful purpose within the scope of its certificated authority and consistent with the transmission and switching parameters of the telecommunications Facilities utilized by the Company in the provision of such Service(s).

2.22.3 The use of the Company's Service(s) to make calls that might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.

2.22.4 The Services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which the Customer receives any payment or other compensation unless the Customer is a duly authorized regulated common carrier.

2.22.5 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.22.6 The use of the Company's Service(s) without payment for Service(s) or attempting to avoid payment for Service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.

2.22.7 The Company's Service(s) may be denied for nonpayment of charges or for other violations of this Tariff.

2.22.8 Any charges for long distance, toll, or other Services are billed to, due from and payable by the Customer unless billed directly to the Customer by another provider of Services.

### 2.22.9 Prohibited Uses

(A) 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.

(B) Applicants for Service who intend to use the Company's offerings for resale and/or for shared use may be required file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

(C) The Company may block any signals being transmitted by Customers over its Network, 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.

(D) 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.

(E) Residential Service cannot be used for businesses and such use is prohibited.

### 2.23 Liabilities of the Company

2.23.1 The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company will not be liable for any direct, indirect, incidental, special, reliance, consequential, exemplary or punitive damages or lost profits suffered by the Customer for any reason whatsoever in connection with or arising out of its provision of Services including, but not limited to, Service outages, installation, activation, termination, interruption, delay, or transfer, whether caused by any act or omission, including, but not limited to, mistake, negligence of the Company's employees or agents, failure to perform or provide any Service, or any failure in or breakdown of Facilities, whether a claim for such liability is premised upon the Texas Deceptive Trade Practices Act, breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.

2.23.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the provision of any service offered under this Tariff, the Company's liability, if any, shall be limited as provided herein.

2.23.3 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in the installation, transmission, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing Service(s) or Facilities, representations, or use of these Services shall, in no event, exceed an allowance equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur as described in Section 2.39.

2.23.4 When the Facilities of other carriers are used to establish connections to points not reached by the Company's Facilities, the Company is not liable for any act or omission of the other carrier(s).

2.23.5 The Company shall not be liable for claim or loss, expense or damage (including, but not limited to, direct, indirect, reliance, consequential, incidental, or special damages or lost profits), for any interruption, delay, error, omission, or defect in any Service, Facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, its employees, or agents, by any malfunction of any Service or Facility provided by an Underlying Carrier, by an Act of God, fire, flood, war, or other catastrophe, civil disturbance, or act of government, or by any other cause beyond the Company's direct control, whether a claim for such liability is premised upon breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.

2.23.6 The Company will comply with the Commission's rules pertaining to refunds for over billing. If a Customer believes that the Company has charged an amount greater than the Company's Tariff, terms and conditions of Service, or customer-specific contract, the Customer must submit a claim for overpayment to the Company.

2.23.7 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's Services.

2.23.8 The Company shall not be liable for any defacement of or damages to the Premises of a Customer resulting from the furnishing of Service(s) or the attachment of equipment, instruments, apparatus, and associated wiring furnished by the Company on the Customer's Premises or by the installation or removal thereof, that is not the direct or indirect result of the Company's negligence. No agents or employees of other carriers

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shall be deemed to be agents or employees of the Company without written authorization. Customer will indemnify and save the Company harmless from any claims of the owner of Customer's Premises or other third party for such damages.

2.23.9 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, Interexchange Carriers, Local Exchange Carriers, suppliers, and subcontractors) or other such cause beyond its reasonable control, including failures or fluctuations in electrical equipment; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties. Both parties retain all rights of recourse against any third parties for any failures that may create a force majeure condition for the other party.

2.23.10 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customer's Facilities or equipment used for or with the Services the Company offers; or (b) for the acts or omissions of other common carriers or Local Exchange Companies.

2.23.11 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-Provided Equipment or Facilities.

2.23.12 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.

2.23.13 The Company shall use reasonable efforts to make Services available by the Estimated Service Date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the Estimated Service Date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by vendor(s) and in any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

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2.23.14 The Company shall be indemnified, defended, and held harmless by Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including: claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this Tariff; and all other claims arising out of any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

2.23.15 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.23.16 Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of the Customer. Customer shall be fully liable for all such usage charges.

2.23.17 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING ANY SERVICE(S) OR FACILITIES, AND COMPANY HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BY UNINTERRUPTED OR ERROR-FREE. THE COMPANY SHALL IN NO EVENT BE LIABLE TO ANY PERSON OR PARTY USING ANY EQUIPMENT OR SERVICE PROVIDED UNDER THIS AGREEMENT, OR TO ANY PERSON OR PARTY TO WHOM EQUIPMENT OR SERVICE IS PROVIDED HEREUNDER, FOR LOSS OF

TIME, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF CUSTOMERS OR GOODWILL, INCONVENIENCE, LOSS OF USE OF ANY EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY EQUIPMENT OR SERVICE OR FAILURE TO OPERATE OR PERFORM PROPERLY, OR FOR ANY OTHER INDIRECT, SPECIAL, RELIANCE, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE ARISING IN ANY MANNER OUT OF THE USE OR PERFORMANCE OF ANY EQUIPMENT OR SERVICE. IN ADDITION, COMPANY SHALL NOT BE LIABLE IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT OR THE RECURRING CHARGES FOR SERVICES THAT ARE THE SUBJECT OF ANY SUCH CLAIM. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN ANY EVENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH COMPANY IS A REFUND NOT TO EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD.

## **2.24 Limitations**

2.24.1 Service is offered subject to the availability of the necessary Facilities and/or equipment and subject to the provisions of this Tariff. The obligation of the Company to provide Service is dependent upon its ability to procure, construct, and maintain Facilities that are required to meet Customer's order for Service. The Company will make all reasonable efforts to secure the necessary Facilities.

2.24.2 The Company reserves the right to limit or to allocate the use of existing Facilities, or Facilities in the process of being acquired by the Company, when necessary because of lack of Facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when Customer is using the Service in violation of law or the provisions of this Tariff.

2.24.3 The Company does not undertake to transmit messages, but offers the use of its Facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.24.4 The Company only offers Services for aggregation, sharing, or resale by Customers as provided for in this Tariff. Residential and Business customers may not purchase Services for aggregation, sharing, or resale purposes.

2.24.5 The Company directly or indirectly controls all Facilities provided under this Tariff and the Customer may not transfer or assign the use of Service or Facilities without the express written consent of the Company.

2.24.6 The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and Facilities furnishing this Service.

2.24.7 The Company is not responsible for any infringement or 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 9-1-1 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 9-1-1 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.

2.24.8 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's Service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to the Local Exchange Service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.24.9 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the number does not place the call. The Company will try to prevent the disclosure of the number of such telephone number, but will not be liable should such number be divulged.

2.24.10 With respect to Emergency Number 9-1-1 Service:

(A) This Service is offered as an aid in handling assistance calls in connection with fire, police, and other emergencies.

(B) The Company is obligated to supply the 9-1-1 service provider in the Company's Service area (the "9-1-1 Service Provider") with information necessary to update the 9-1-1 database at the time the Company submits customer

orders to the Local Exchange Company whose Service is being resold pursuant to this Tariff.

(C) If, and when, the Company provides Basic Local Service to the Customer by means of the Company's own cable pair, or over any other exclusively owned Facility, the Company will be obligated to make the necessary equipment or Facility additions in the 9-1-1 Service Provider's equipment in order to properly update the database for 9-1-1. The Company will be obligated to provide Facilities to route calls from End Users to the proper PSAP. The Company recognizes the authority of the 9-1-1 entities to establish Service specifications and grant final approval or denial of Service configurations offered by the Company.

(D) When a Customer with a non-published telephone number places a call to the Emergency 9-1-1 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 the Emergency 9-1-1 Service upon request of such governmental authority. By subscribing to Service under this Tariff Customer acknowledges and agrees with the release of information as described above.

## **2.25 Billing and Billing Disputes**

2.25.1 Billing to Customers will be scheduled monthly. Monthly Recurring Charges are billed monthly in advance. Usage charges, if any, are billed in arrears. A bill will be considered rendered to the Customer after having been deposited in the United States mail for two days with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment.

2.25.2 The Customer is responsible for all charges for Facilities and Services furnished by the Company to Customer and to all End Users authorized by Customer, including all calls placed from the Customer's location or by use of the Customer's authorization code(s), regardless of whether those Services are used by Customer or are resold or shared with other entities.

2.25.3 Payment is due by the due date printed on the bill. Payments are sent to the address listed on the bill.

2.25.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a maintenance or delinquency fee per the schedule of rates in Section 4.

2.25.5 Each bill shall also provide the following information:

- (A) Name and address of Customer;
- (B) Account Number and phone number;
- (C) Itemized charges and taxes;
- (D) Balance forward and balance due;
- (E) Due date;
- (F) A customer service number to call to discuss problems with the bill; and
- (G) Any information needed to comply with the Commission's rules.

2.25.6 A Customer shall have at least sixteen (16) days from the billing date to pay the charges stated. If the Company does not receive payment within that time period, the Customer's Account will be considered Delinquent.

2.25.7 For existing Customers whose Service is Disconnected, 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.

2.25.8 Customers may pay for Service by credit card, money order, or cash at an authorized payment agent.

2.25.9 The Customer shall notify the Company orally or in writing of any disputed items prior to the Delinquent date.

2.25.10 Any objection to billed charges should be reported to the Company as soon as possible.

2.25.11 A date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.25.12 Questions regarding the Company's Services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department at 888-799-7249? The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the

Company may discontinue Service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Office of Customer Protection. The Company shall provide the Customer with the following information:

PUC - Customer Protection  
P.O. Box 13326  
Austin, TX 78711-3326  
Fax: 1-512-936-7003  
E-mail: [customer@puc.texas.gov](mailto:customer@puc.texas.gov)

## **2.26 Taxes, Fees and Assessments**

2.26.1 Sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, may be imposed on or based upon the provision, sale or use of the Company's Services in accordance with state and federal law.

2.26.2 To extent allowed by law, all state and local sales taxes will be listed as separate line items on the Customer's bill and are not included in the quoted rate(s).

2.26.3 Taxes shall be billed to the Customers receiving Service(s) within the territorial limits of the state, county, city or other taxing authority assessing the taxes. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. The billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of Service made subject to such tax, charge and/or assessment.

2.26.4 The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, assessments, charges or surcharges (including 9-1-1 surcharges) excluding taxes on the Company's net income assessed in conjunction with Service used.

2.26.5 It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.26.6 Other taxes, municipal fees, and assessment shall be identified on the Customer's bill and shall not be included in the quoted rate(s).

**2.27 9-1-1 Emergency Service Fee and Equalization Surcharge**

2.27.1 The 9-1-1 Emergency Service Fee is a fee that must be collected from End Users and remitted to the local 9-1-1 entities. The assessment amount varies by 9-1-1 jurisdiction and type of Service. The assessment amount will be collected monthly by the Company based on the 9-1-1 jurisdiction's fee for each exchange access line and/or arrangement in addition to the monthly rate for Basic Local Service.

2.27.2 The Company will collect and remit to the State of Texas the 9-1-1 Equalization Surcharge based on its intrastate toll charges as required by state law.

**2.28 Texas Infrastructure Fund and Texas Universal Service Fund**

2.28.1 Company assessments are payable to the Texas Infrastructure Fund ("TIF") to provide funds to school districts, institutions of higher education and public libraries.

2.28.2 The Customer's bill shall reflect a reimbursement of the Company's TIF assessment based on the same retail revenues as those used for contribution purposes and reflect the same percentage as the TIF assessment.

2.28.3 The Texas Universal Service Fund ("TxUSF") is used to provide Basic Local Service at affordable rates in the high-cost, rural parts of the state and to support Service to low-income and hearing-impaired Texans.

2.28.4 The Public Utility Commission of Texas establishes the TxUSF fee as a uniform percentage of the Customer's bill.

2.28.5 The Company may, at its option, recover the amount of its contributions to the TxUSF from its retail customers.

2.28.6 Recovery shall be based on the same retail revenues as those used for contribution purposes and reflect the same percentage as an additional fee on the Customer's bill.

**2.29 Municipal Franchise Fees.** Residential, non-residential and point-to-point access lines provided pursuant to this Tariff are subject to a municipal franchise fee as established for the city in which the End User of the access lines is located. The monthly recurring municipal charge will be equal to a monthly amount developed using criteria as recommended by your local municipality with information supplied by local certificated telecommunications providers (CTPs). The fee will be assessed as a per-line charge on the End User's bill unless the contract with the End User provides for a flat fee for service which would be inclusive of such fees. This municipal charge results from implementation of House Bill 1777 - Telecommunications Franchise Law (codified at Chapter 283 of the Texas Local Government Code) that allows all

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municipalities to be compensated by CTPs for right-of-way usage. The fee has been developed and/or allocated across rate classifications according to local municipal guidelines.

**2.30 Customer Line Charge.** The customer line charge (“CLC”) is assessed on all business and residential local lines. The charge reimburses the Company for ILEC Customer Line Charges and other expenditures associated with the provision of the telephone infrastructure that enables End Users to make and receive interstate long-distance calls.

**2.31 Equipment.** The Company’s Facilities and Service(s) may be used with or terminated in Customer-provided Terminal Equipment or Customer-provided telecommunications systems, such as a telephone set. Such Terminal Equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment which shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.32 Installation.** Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this Tariff.

### **2.33 Cancellation of Service by Customer**

2.33.1 Unless otherwise provided in Customer’s contract, a Customer may cancel Service, at any time, by providing written or oral notice to the Company.

2.33.2 Unless otherwise provided in Customer’s contract, the Customer may cancel applications for Service prior to the start of Service, and no charges will be imposed except for those specified below.

(A) The cancellation charge shall be all Non-Recurring Charges reasonably expended by the Company to establish Service to the Customer.

(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, the Customer’s responsibility shall be limited to a charge equal to the costs the Company incurred, less net salvage. In no case shall this charge exceed the sum of the charge for the minimum period of Service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun.

2.33.3 If a Customer cancels a Service Order or terminates Services before the completion of the term, after the start of Service, for any reason whatsoever other than a

Service interruption, the Customer will receive a refund, from the Company, within thirty (30) days of cancellation.

(A) The refund will be prorated according to the fraction of unused prepaid Monthly Recurring Charges for Service.

(B) The installation fee will not be refunded.

### **2.34 Termination or Discontinuance of Service**

The Company for any of the following reasons may terminate Service:

(A) Connection of Service without authority;

(B) Reconnection of Service without authority; or

(C) Where there are instances of tampering with the Company's equipment, evidence of theft of Service, or other acts to defraud the Company.

(D) Unauthorized use of telephone utility equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such equipment;

(E) Nonpayment of any undisputed Delinquent charge or bill within the period prescribed in the Company's Tariff or the Customer's contract;

(F) Excessive or improper use of Telecommunications Services, or used in such manner as to interfere with reasonable Service to other Customers.

(G) Failure to substantially comply with terms of a settlement agreement;

(H) Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;

(I) Upon material misrepresentation of identify in obtaining telephone utility Service; and

(J) Violation of or noncompliance with any provision of the applicable contract, law, Commission rules and regulations or the Company's approved Tariffs.

2.34.2 If requested by the Customer, the Company shall provide additional documentation to the Customer stating the reason(s) for termination of Service.

2.34.3 The suspension or discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for Service(s) furnished during the time of or up to suspension or discontinuance.

2.34.4 Upon the Company's discontinuance of Service to the Customer under this Section, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

2.34.5. The Company may discontinue service to any or all customers upon proper notification in accordance with the applicable contract or Commission rule(s) for any or no reason – including the Company's decision to withdraw from particular markets. Service will not be disconnected for a customer prior to expiration of any pre-payment by such customer for telecommunications service.

### **2.35 Reconnection of Service**

2.35.1 If Service has been Disconnected for nonpayment or as otherwise provided herein and the Customer wishes it reinstated, Service shall be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.35.2 The Service of Customers who fails to make payment properly will be suspended on the date provided in the Disconnection Notice. After the Disconnection date, Customers who fail to make payment properly must apply as a new customer in order to regain Service.

### **2.36 Customer Service**

2.36.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making Customer Trouble Reports, making oral cancellation of Service, etc.

2.36.2 The Company's offices will be closed and customer service is not available during Non-business Hours.

## **2.38 Customer Equipment and Channels**

2.38.1 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.

### **2.38.2 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 MPOP.

(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.

### **2.38.3 Inspections**

(A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.38.2(B) for the installation, operation, and maintenance of Customer-provided Facilities, equipment, and wiring in the connection of Customer-provided Facilities and equipment to Company-owned Facilities and equipment.

(B) If Customer-Provided Equipment is not in compliance with the protective requirements, the Company may take such action as it deems necessary to protect its Facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may

take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm.

(C) If harm to the Company's network, personnel or a Service is imminent, the Company reserves the right to shut down Customer's Service immediately, with no prior notice required.

## **2.39 Allowances for Interruptions in Service**

### **2.39.1 General**

(A) A credit allowance will be given when Service is interrupted, except as specified in Section 2.39.2 following. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.

(B) An interruption period begins when the Customer reports a Service, Facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, Facility or circuit is operative.

(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 will consider 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.

### **2.39.2 Limitations of Allowances**

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

(A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer, Authorized User, or joint user;

(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;

(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 such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company, 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.

### 2.39.3 Use of Another Method 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.

### 2.39.4 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) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

(D) Interruptions of 24 Hours or Less

<b>Length of Interruption</b>	<b>Amount of Service to be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

### 2.39.5 Cancellation for Service Interruption

Cancellation or termination for Service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative Service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel Service under this provision applies only to the single circuit that has been subject to the outage or cumulative Service credits.

## **2.40 Customer Liability for Fraud and Unauthorized Use of the Network**

2.40.1 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.

2.40.2 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.

2.40.3 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.

2.40.4 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.

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

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## **SECTION 3 - NETWORK SERVICES DESCRIPTIONS**

### **3.1 General**

3.1.1 The following Network Services are available to business Customers:

- (A) Standard Business Line Service
- (B) Optional Calling Features

3.1.2 All Services should be subject to individually based contracts between the Company and the Customer/End User which should contain the rates and terms concerning the Services and Facilities offered and supplied to Customers/End Users. To the extent that contracts are silent as to a term or rate or contracts have not been executed, then rates and term offered in this Tariff are applicable and are subject to Service Order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

### **3.2 Non-Recurring Charges**

3.2.1 Non-Recurring Charges apply to each line or trunk installed for the Customer. Non-Recurring Charges for Service apply to the ordering, installing, moving, changing, rearranging or furnishing of Telecommunications Services or Facilities. Service charges are categorized as follows:

3.2.2 Activation Fee – An Activation Fee will apply when a Customer initiates Service for the first time, when a Customer reapplies for Service after having been Disconnected by the Company or after choosing to discontinue Service with the Company.

(A) The Activation Fee may be paid in either of two ways:

- (1) One-Time Payment – The full Activation Fee is paid in one lump-sum payment in addition to and at the time of payment of the first month's Monthly Recurring Charge and all applicable charges for Optional Services or Features.
- (2) Deferred Payment – Part of the Activation Fee is paid in addition to and at the time of payment of the first month's Monthly Recurring Charge and all applicable charges for Optional Services or Features. The remainder of the Activation Fee is paid in addition to and at the time of payment of the second month's billing.

3.2.3 Line Connection Charge - Applies for establishing an exchange access line or trunk. The charge includes Service Ordering, Central Office work, exchange access line work and a standard voice miniature six-position network interface.

3.2.4 Line Change Charge - Applies per line to miscellaneous customer requested changes on existing Service for, but not limited to, number changes and suspend/restore.

3.2.5 Premises Work Charge - A Non-Recurring Charge based on the labor time and miscellaneous material required to perform customer requested work such as rearranging the drop wire, protector and/or network interface.

3.2.6 Secondary Service Charge - Applies per customer request for the receiving, recording, and processing of customer requests to change Services or add new or additional Services.

3.2.7 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. The restoration charge does not apply when, after Disconnection of Service, Service is later re-installed.

#### **SECTION 4- DESCRIPTION OF RATES\***

#### **4.1 Basic Local Service Rates / Business Lines**

4.1.1	Basic Local Service with unlimited calling	\$19.95 monthly
4.1.2	Installation	
	Service Order Charge	Included
	Installation Fee	\$75.00
4.1.3	Features	
	Processing Fee (add to existing service)	\$15.00
	Caller Block	\$1.70
	Call Forward	\$2.98
	Business Conference	\$2.00
	Business Transfer	\$2.00
	Call Wait	\$2.84
	ID Call	\$5.25
	ID Call Deluxe	\$7.65
	Specific Ring	\$5.10
	Specific Ring Deluxe	\$6.80
	Group Call Forward	\$2.25

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\* Rates do not include any Federal, State or Local sales taxes or fees.

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	Conference Calling Six	\$3.79
	Conference Calling Three	\$2.19
4.1.4	Voice Mail	
	Processing Fee (add to existing service)	\$25.00
	Voice Mail	\$6.09
	Voice Mail Reset (password and/or rings)	\$5.00
4.1.5	Blocks	
	900/976 Block	\$0.00
	Collect Call Block	\$2.00
	Third Party Block	\$0.00
	1+ Block - Guaranteed Block - monthly	\$2.55
4.1.6	Special Services	
	Processing Fee	Included
	Special Numbers (assign)	\$20.00
	Special Numbers (3 per search)	\$20.00
	Transferring Service	\$74.06
	Change of Records	\$16.65
	Change ANI	\$57.30
	Message on Hold	\$24.70
	Message on Hold Programming	\$61.75
	Hot Line Programming	\$15.00
	Reconnect Fee	\$50.00
	Reconnect Fee (non-payment) after 60 days	\$74.06
4.1.7	PIC – Long Distance	
	PIC Freeze	\$0.00
	PICC Charge	\$4.31
	PICC Change Fee	\$5.00
4.1.8	Repair Service	
	Processing Fee	Included
	Wire Maintenance	
	(Mo. Fee 8AM-7PM Mon through Fri)	\$10.00
	8AM-7PM Mon through Fri (without service plan)	\$80 first 30 min, \$20 ea. Add'l 15
	7PM-8AM Mon through Fri (with or without srv plan)	\$120 first 30 min, \$40 ea. Add'l 15

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Saturdays, Sundays & Holidays (with or without srv plan)	\$120 first 30 min, \$40 ea. Add'l 15
Federal Subscriber Line Charge (Multi-Line)	\$9.20
911 Fee	\$0.50