

# Morgan Lewis

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April 1, 2020

**VIA E-mail ([prc.records@state.nm.us](mailto:prc.records@state.nm.us))**

Melanie Sandoval, Bureau Chief of Records Management  
New Mexico Public Regulation Commission  
1120 Paseo de Peralta  
Santa Fe, NM 87501-1269

**Re: Replacement Tariff of NTS Communications, LLC d/b/a Vexus**

Dear Sir or Madam:

In connection with the letters filed on March 27, 2020,<sup>1</sup> notifying the Commission of the new trade name of NTS Communications, LLC d/b/a Vexus,<sup>2</sup> attached for filing is a replacement Local Exchange Services Tariff No. 1. The replacement tariff is identical to Tariff No. 1 currently on file for NTS-Comm except that the replacement tariff has been modified to reflect the new name "NTS Communications, LLC d/b/a Vexus" and revises certain references to the state of Texas to the state of New Mexico. The replacement tariff bears an issued date of April 1, 2020 and an effective date of April 15, 2020.

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<sup>1</sup> See Notice of Name Change; NTS Communications, LLC; Certificate of Registration to Provide Local Exchange Telecommunications Services within the State of New Mexico (Case No. 3528) (filed Mar. 27, 2020); Notice of Name Change; NTS Communications, LLC; Certificate of Public Convenience and Necessity to Operate as a Reseller of Long Distance Telecommunications Services on a Public Basis within the State of New Mexico (Docket No. 88-37-TC) (filed Mar. 27, 2020).

<sup>2</sup> In New Mexico, the Company holds (1) a Certificate of Registration to provide local exchange telecommunications services granted in Case No. 3528 and (2) a Certificate of Public Convenience and Necessity to operate as a reseller of long distance telecommunications services on a public basis granted in Docket No. 88-37-TC.

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Melanie Sandoval, Bureau Chief of Records Management

April 1, 2020

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Consistent with the Commission's Temporary NMPRC Electronic Filing Policy dated March 20, 2020, this filing is being made electronically through the NMPRC Records Management Bureau's email address ([prc.records@state.nm.us](mailto:prc.records@state.nm.us)). Please do not hesitate to contact us if you have any questions.

Respectfully submitted,

*/s/Brett P. Ferenchak*

Catherine Wang  
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*Counsel for NTS Communications, LLC d/b/a Vexus*

**NTS Communications, LLC d/b/a Vexus**

**Local Exchange Tariff No. 1**

**COMPETITIVE  
GENERAL EXCHANGE CARRIER  
SERVICES  
OF  
NTS COMMUNICATIONS, LLC D/B/A VEXUS** (T)

**LOCAL EXCHANGE TARIFF**

**CHECK SHEET**

All pages included in this tariff are effective as of the date shown.

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## GENERAL EXCHANGE SERVICE

### 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:

- (AT) - means addition to text.
- (C) - means a correction.
- (CP) - means to change in practice.
- (CR) - means a change in rate.
- (CT) - means change in text.
- (DR) - means discontinued rate.
- (FC) - means a change in format lettering or numbering.
- (MT) - means moved text.
- (NR) - means new rate.
- (RT) - means removal of text.

## **GENERAL EXCHANGE SERVICE**

### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate local exchange and basic local exchange communications services by NTS Communications, LLC, hereinafter referred to as the "Company," to Customers within the local exchange service area defined herein. Rates, terms and conditions applicable to the Company's intrastate dedicated services and intrastate-switched access services are contained in the Company's NM PRC Access Tariff No. 1.

The terms and conditions of this tariff apply to all local exchange Customers of the Company (both facilities-based and resold). The rates set forth herein are, however, only applicable to Customers purchasing facilities-based local exchange service from the Company. Resold local exchange flat rated service is generally provided to Customers at a five percent (5%) discount from the incumbent local exchange company's then-current rates.

## **DEFINITIONS**

Definitions are for illustration only, they may or may not all be used in text.

**Advance Payment:** Payment of all or part of a charge required before the start of service.

**Authorized User:** A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Auto-Redial:** Enables a Station line user to redial the last called number by use of an access code rather than dialing the entire number.

**Bit:** The smallest unit of information in the binary system of notation.

**Call Blocker:** Allows Customer to automatically block incoming calls from up to 10 customer pre-selected telephone numbers (including numbers from which a customer has just received a call). Callers whose numbers have been blocked will hear a recorded message.

**Call Forwarding:** Automatically redirects all incoming calls to the called telephone number to a pre-designated telephone number.

**Call Forwarding Busy:** Automatically routes incoming calls to a designated answering point when the called line is busy.

**Call Forwarding Don't Answer:** Automatically routes incoming calls to a designated answering point when the called line is not answered after a preset number of rings.

**Call Trace:** Allows the Customer to dial a code to automatically request a record of the caller's originating telephone number, the date, and time of the call, as well as the date and time of the Customer-initiated trace. The information is stored and disclosed only to a law enforcement agency for investigative purposes. The Customer does not receive any information regarding the origination of the calls.

**Call Waiting:** Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

**Call Waiting Cancel:** Allows a User to cancel the Call Waiting feature on a per-call basis by dialing a specific two-digit code.

**Calling Line Identification:** Displays the caller's name and telephone number from which the call is originating before the called party answers the phone.

**DEFINITIONS (Cont'd)**

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per-call basis.

Company: NTS Communications, LLC d/b/a Vexus, which is the issuer of this tariff. (T)

Completed Call: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number, which is answered, by a person or mechanical/electrical device. The numbers may be located any distance apart within New Mexico; and the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time. (T)

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Changeable Speed Dialing: Allows a subscriber to establish a speed calling list, each of which is associated with a unique 1-digit and/or 2-digit speed calling code. Initial entry and changing of a speed-calling list are directly input from the associated subscriber line. This feature is available as an eight-code list or thirty-code list. Code lists may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the customer dials an activating code, receives a second dial tone and dials either a one or two digit code, plus the telephone number.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Station, bypassing a central answering point.

Distinctive Ring: Differentiates incoming calls from up to four Customer pre-selected telephone numbers by signaling the Customer with a distinctive ringing pattern.

Dual Tone Multi-Frequency (DTMF): The pulse type employed by tone dial Station sets.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

**DEFINITIONS (Cont'd)**

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Holidays:** New Year's Day (January 1), Memorial Day (third Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

**Hunting:**

***Sequential Hunting:*** A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned member within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy.

***Circular Hunting:*** A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

**In-Only:** A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Joint User:** A person, firm, or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**Kbps:** Kilobits denotes thousands of bits per second.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Least Idle Trunk Selection (LIDL):** LIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

**DEFINITIONS (Cont'd)**

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company, which furnishes exchange telephone service.

Mbps: Megabits denotes millions of bits per second.

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency (MF): An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charges: The one-time charges for services or facilities, including, but not limited to, charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Presubscription: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA or interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

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

Regular Business Hours: 8:00 AM to 5:00 PM Monday through Friday, excluding defined holidays.

Remote Activation of Call Forwarding: Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-Tone phone.

**DEFINITIONS (Cont'd)**

**Service Commencement Date:** 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 for this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof 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.

**Services:** The Company's telecommunications services offered on the Company's network.

**Shared Facilities:** A facility or equipment system or subsystem which can be used simultaneously by several Customers.

**Speed Dial:** Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

**Station:** Telephone equipment from or to which calls are placed.

**Three-Way Calling:** Allow a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

**Trunk:** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**User:** A customer or any other person authorized by the Customer to use service provided under this tariff.

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## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS

#### 2.1 Undertaking of the Company

##### 2.1.1 Scope

The Company undertakes to furnish local exchange and basic local exchange communications service in connection with one-way and/or two-way information transmission between points within the Company's certificated area in the state of New Mexico under the terms of this tariff. (T)

##### 2.1.2 Shortage of Equipment Facilities

2.1.2.1 The Company reserves the right to limit or 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.

2.1.2.2 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 fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purposes of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.

2.1.3.3 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 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. In any event, termination charges shall not exceed one hundred percent (100%) of the remaining charges under the term specified in each Service Order. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.3 Terms and Conditions (Cont'd)

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of New Mexico without regard for the State's choice of laws provisions. (T)

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 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.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be returned in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. 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.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$250.00. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

2.1.4.3 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; any 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; 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.

2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the 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 libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.4.9 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 the Customer for the specific services giving rise to the claim, loss, or expense, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.10 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.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

**GENERAL EXCHANGE SERVICE**

## 2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent or vendor is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent or vendor fails to maintain and operate its equipment and/or system or that of its agent or vendor properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

###### 2.1.4.14 With respect to Emergency Number 911 Service:

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of 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 this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use 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 agencies of any one of them.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

2.1.4.15 The Company shall have no liability arising from errors or omissions in Directory Listings.

2.1.4.16 In conjunction with a nonpublished telephone number, Caller ID will still be sent to the called party, unless sent anonymously by the calling party. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.17 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. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 10.4, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

##### 2.1.5 Notification of Service-Affecting Activities

The Company may 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 of 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 notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer will not be possible.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.6 Provision of Equipment and Facilities

2.1.6.1 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.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

2.1.6.4 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. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment, or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

## GENERAL EXCHANGE SERVICE

### 2. 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 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

**GENERAL EXCHANGE SERVICE**

2. 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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.3 Obligations of the Customer

##### 2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the 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;
- (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 conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service 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 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;

**GENERAL EXCHANGE SERVICE**

## 2. 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. friable 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 2.3.1(d) above; 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 services as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained 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 for interruptions in service will be made for the period during which service is interrupted for such purposes.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.3 Obligations of the Customer (Cont'd)

##### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all 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 the 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 without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff or any written agreement between the Customer and the Company.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.4 Customer Equipment and Channels

##### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

##### 2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68, and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions is not applicable.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.4 Customer Equipment and Channels (Cont'd)

##### 2.4.2 Station Equipment (Cont'd)

2.4.2.2 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

##### 2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local 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 which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.4 Customer Equipment and Channels (Cont'd)

##### 2.4.4 Inspections

2.4.4.1 Upon reasonable 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 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**GENERAL EXCHANGE SERVICE**

## 2. REGULATIONS (Cont'd)

2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. 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.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. county or municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. All rates in this tariff, or otherwise quoted to the Customer, are quoted exclusive of all applicable taxes and governmental assessments (however designated).

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.1 Payment for Service (Cont'd)

- 2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.<sup>1</sup> This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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<sup>1</sup> Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

**GENERAL EXCHANGE SERVICE**

2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of invoice date.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

2.5.2.3 For new customers or 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 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due.

2.5.2.5 A \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the New Mexico Public Regulation Commission in accordance with the Commission's rules of procedure.

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## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.3 Disputed Bills (Cont'd)

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

##### 2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.5 Deposits

2.5.5.1 Subject to the applicable regulations of the New Mexico Public Regulation Commission, applicants for service or existing Customer's who cannot establish a satisfactory credit standing with the Company may be required to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

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(a) two month's charges for a service or facility which has a minimum payment period of one month; or

(b) The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.2 A deposit may be required in addition to an advance payment.

**GENERAL EXCHANGE SERVICE**

2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (Cont'd)

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, return the deposit or credit it to the Customer's account. The Company shall treat deposits and accrued interest in a manner consistent with the applicable regulations of the New Mexico Public Regulation Commission.

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2.5.5.4 Deposits held will accrue interest at the fixed rate from time to time specified by the New Mexico Public Regulation Commission. Interest is credited to the customer annually, or upon termination of the service, or upon return of the deposit by the Company.

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2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, and by otherwise complying with applicable regulations of the New Mexico Public Regulation Commission, discontinue or suspend service without incurring any liability.

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2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 15 days' prior notice in writing to the Customer, and by otherwise complying with applicable regulations of the New Mexico Public Regulatory Commission, discontinue or suspend service without incurring any liability if such violation continues during that period.

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## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.6 Discontinuance of Service (Cont'd)

- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any portion of such facilities inoperable beyond feasible repair, the Company, shall re-establish service by whatever means may be reasonable under the circumstances (including by replacement of the affected facilities or resale of another carrier's services or facilities), and may seek to modify its service area to reflect the loss of facilities subject to the requirements of 165-55-17-3 and any other applicable Commission rules.
- 2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior written notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.6 Discontinuance of Service (Cont'd)

###### 2.5.6.6 (Cont'd)

- A. Immediately and without notice, if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, the Company may discontinue service pursuant to this sub-section A. (1-6) if:
- (1) The Customer refuses to furnish information to the Company regarding the Customer's credit worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
  - (2) The Customer provides false information to the Company regarding the Customer's identity, address, credit worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
  - (3) The Customer has been given ten (10) days written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.6 Discontinuance of Service (Cont'd)

###### 2.5.6.6.A (Cont'd)

- (4) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
    - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
    - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - (c) Any other fraudulent means or devices; or
  - (5) Use of service in such a manner as to interfere with the service of other users; or
  - (6) Use of service for unlawful purposes.
- B. Immediately, upon written notice to a Customer who has failed to pay any sum within 15 days of the date when payment was due;
- C. Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.6 Discontinuance of Service (Cont'd)

###### 2.5.6.6 (Cont'd)

- D. Fifteen (15) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that fifteen (15) day period; or
- E. 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.
- F. Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. Termination charges shall not exceed 100 percent (100%) of the remaining charges under the term specified in each Service Order. 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.

**GENERAL EXCHANGE SERVICE**

## 2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service2.6.1 Credit for Interruptions

Except as limited elsewhere in this tariff, when the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the Monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company. If the Customer reports a service facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the Monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.6 Allowances for Interruptions of Service

##### 2.6.2 Limitations on Allowances (Cont'd)

- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

##### 2.6.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

## GENERAL EXCHANGE SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.7 Cancellation of Service

##### 2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. When the Company permits 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.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

##### 2.7.2 Cancellation of Service by the Customer

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 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

**GENERAL EXCHANGE SERVICE**

## 2. REGULATIONS (Cont'd)

2.7 Cancellation of Service (Cont'd)2.7.2 Cancellation of Service by the Customer (Cont'd)

- 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) one hundred percent (100%) of all Recurring Charges specified in the applicable Service Order for the balance of the then current term.

2.8 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 (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 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.

**GENERAL EXCHANGE SERVICE**

2. REGULATIONS (Cont'd)

2.9 Notices and Communications (Cont'd)

- 2.9.3 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 deposit 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.
- 2.9.4 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.

**SERVICE CONNECTION CHARGES**

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### SERVICE CONNECTION CHARGES

#### 3. SERVICE CONNECTION CHARGES

##### 3.1 General Description

Service Connection Charges are, one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but not limited to the following:

Service Connection Charge: A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc., for installations, moves, changes, or rearrangements of service and/or equipment.

Subsequent Non-Recurring Charge: A Non-Recurring Charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

Labor Charge: Labor Charges are one-time charges related to work performed by the Company or a Company representative associated with Customer premises visits. Charges are broken down as follows:

Regulated – Charges for work done on the Company's side of the protector/Standard Network Interface (SNI) and Demarcation Point (N1). This may include, but is not limited to, the move of a Demarcation Point or move the (SNI), at the Customer's request.

Maintenance – When a dispatch is necessary on repair to isolate trouble on the Customer's side of the Demarcation Point. Charges apply when a technician is dispatched; and the network is verified OK; and trouble is isolated to the Customer's side of the Demarcation Point.

Inside Wire Installation/Jacks – Includes all wire and jacks (excluding Customer premise equipment) on the Customer's side of the Company's Demarcation Point. Charges apply at the Customer's request and expense.

### **SERVICE CONNECTION CHARGES**

#### 3. SERVICE CONNECTION CHARGES (Cont'd)

##### 3.2 General Regulations

3.2.1 The Service Connection Charges specified for the connection, move or change of service, contemplate work being performed by the Company, or on behalf of the Company, during normal working hours Monday through Friday from 8:00 AM to 5:00 PM.

If the Customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on holidays, or interrupts work once begun, additional charges will apply as appropriate.

3.2.2 Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

##### 3.3 Service Connection Charges Do Not Apply To

3.3.1 Moves or changes required for the proper maintenance of service.

3.3.2 Changes of telephone numbers for Company initiated reasons or service reasons, e.g., change to Touch-Tone service.

##### 3.4 Service Connection Charge Applications

3.4.1 Non-Recurring Charges associated with specific services are identified under each tariff section where the rate is applied.

3.4.2 Additional Non-Recurring Charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates.<sup>1</sup>

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<sup>1</sup> Only one Service Connection Charge applies, per order issued.

**SERVICE CONNECTION CHARGES**

3.4 Service Connection Charge Applications (Cont'd)

3.4.2 Additional Non-Recurring Charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates (Cont'd).<sup>1</sup>

	<u>Residence</u> <u>Service Connection</u>	<u>Business</u> <u>Service Connection</u>
<u>Access Line</u>		
Service Order Charge (per order)	\$20.00	\$40.00
Central Office Access - New (per line/trunk)	\$20.00	\$20.00
Central Office Access - Move (per line/trunk)	\$20.00	\$20.00
Central Office Access - Additional Line (per line/trunk)	\$20.00	\$20.00
Line Restoral (per line/per trunk)	\$20.00	\$40.00 <sup>2</sup>
IntraLATA or interLATA PIC Change (per line)	\$5.00	\$5.00
Suspension of Service Restoral Charge (per line/per trunk)	\$20.00	\$30.00 <sup>3</sup>
Change Class of Service (Residence to Business or Business to Residence)	\$20.00	\$20.00
Number Change (per access line)	\$20.00	\$20.00
Rearrangement of trunk circuits (per order)		\$20.00
Establish, change from one type of hunting to another, or rearrange hunting sequence, per access line	\$5.00	\$5.00

<sup>1</sup> Only one Service Connection Charge applies, per order issued.

<sup>2</sup> Applies for Line/Trunk Restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

<sup>3</sup> Applies for Line/Trunk Restoral after Customer-initiated suspension.

**SERVICE CONNECTION CHARGES**

Service Connection Charge Applications (Cont'd)

3.4.3 The Labor Charges outlined below apply whenever a Customer premise visit is required at the Customer’s request for regulated service, as specified under 3.1:<sup>123</sup> The Labor Charges below also apply when a dispatch is necessary to isolate trouble on the Customer’s side of the demarcation point as specified under 3.1. The Material Charges below will be applied in addition to any labor charges when materials are required.

<u>Labor Charges</u>	<u>Residential</u>	<u>Business</u>	<u>Residential After</u> <u>Hours<sup>45</sup></u>	<u>Business After</u> <u>Hours<sup>45</sup></u>
First Hour Labor Charges (one hour minimum)	\$40.00	\$50.00	\$60.00	\$80.00
All Additional labor in 30 minute increments	\$20.00	\$25.00	\$30.00	\$40.00

  

<u>Material Charges</u>	<u>Residential</u>	<u>Business</u>
Jack	ICB	ICB
Wire Per Foot	ICB	ICB

---

<sup>1</sup> Applies for installing, rearranging, changing, reterminating, moving or removing Standard Network Interface or additional terminations of existing access lines.  
<sup>2</sup> Work performed on the Customer’s side of the Demarcation Point, is billed at the Customer’s request and expense.  
<sup>3</sup> Applies for installing, rearranging, changing, reterminating, moving or removing network terminating wire or cable.  
<sup>4</sup> Holidays are defined as Christmas Day (Dec. 25), New Year’s Day (Jan. 1), Memorial Day, Independence Day (Jul. 4), Labor Day (first Monday in Sep.) and Thanksgiving Day (fourth Thursday in Nov.).  
<sup>5</sup> Hours other than normal business hours defined in section 3.2.1.

**LOCAL EXCHANGE SERVICES**

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## LOCAL EXCHANGE SERVICES

### 4. LOCAL EXCHANGE SERVICES

#### 4.1 Description

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network.

#### 4.2 General Regulations

4.2.1 Service Area: Where facilities are available, the Company's service area consists of the area served by the following areas:

The entire state of New Mexico. (T)

4.2.2 Local Calling Areas: The local calling area for all Customers served by the Company shall include, for each city, the Local Area Calling Plan as established by applicable orders of the New Mexico Public Regulation Commission. (T)

#### 4.3 Local Calling Service

##### 4.3.1 Description

Local Calling Service provides a customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges, areas, and zones included in the caller's local calling area as specified in applicable laws and regulations established by the State of New Mexico, and by orders of the New Mexico Public Regulation Commission in effect and as amended. (T)  
(T)

#### 4.4 Emergency Services (Enhanced 911)

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

**BUSINESS SERVICE OFFERING**

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## **BUSINESS SERVICE OFFERING**

### **5. BUSINESS SERVICES**

#### **5.1 Basic Business Lines**

##### 5.1.1 Description

- 5.1.1.1 Business Line Flat Rate – Business: Business Line Flat Rate - Business provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number.
- 5.1.1.2 Business Multi Line Hunting – Business: Business Multi Line Hunting – Business provides the Customer with a single, voice-grade, DTMF communications channel. Each local line will include a telephone number. A Customer would purchase Business Multi Line Service if they require a hunting arrangement on their business lines.
- 5.1.1.3 Business Service: The term “Business Service” denotes service provided when the following conditions exist:
  - a) The main station is located in a business, or a business room or office of a building of any type.
  - b) All listings of the service are in names of businesses, with a business designation.

##### 5.1.2 Standard Features

Each Basic Business Line is provided with the following standard features:

- Touch-Tone
- Mandatory Local Calling Area
- Listing in the White Pages
- Access to Long Distance

##### 5.1.3 Optional Features

Offerings and rates available upon request.

##### 5.1.4 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are intended to be limited duration programs which are beneficial to customers and are not intended to replace the Company's obligations to seek approval of permanent rates and charges.

## **BUSINESS SERVICE OFFERING**

### 5. BUSINESS SERVICES (Cont'd)

#### 5.2 Business Analog PBX Trunk

##### 5.2.1 Description

The Business Analog PBX Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks may or may not be assigned unique telephone numbers after the main telephone number.

##### 5.2.2 Standard Features

Each Analog PBX Trunk will be provided with the following standard features:

- In, Out, or Two-Way
- Touch-Tone
- Mandatory Local Calling Area

#### 5.3 Business Analog DID Signaling

##### 5.3.1 Description

The Business Analog DID Signaling provides a Customer with signaling on a Business Analog PBX Trunk which can be used to receive one call at a time. This charge will be applied on each Business Analog PBX Trunk purchased with DID Signaling.

##### 5.3.2 Standard Features

Business Analog DID Signaling will be provided with the following standard features:

- DID
- DTMF, MF or Dial Pulse signaling (as specified by the Customer)

## **BUSINESS SERVICE OFFERING**

### 5. BUSINESS SERVICES (Cont'd)

#### 5.4 Business Digital PBX Trunk Facility

##### 5.4.1 Description

The Business Digital PBX Trunk facility provides a Customer with connection to the Company's switch via a DS-1 digital transmission facility operating at 1.544 Mbps and the ability to purchase up to 24 time division multiplexed voice-grade telephonic communications channels. Customer may employ Digital PBX Trunks in order to connect PBX or trunk-capable key systems to the Company's switch.

##### 5.4.2 Standard Features

5.4.2.1 Each Business Digital PBX Trunk is provided with the following standard features:  
a) Terminal Interface: DS-1 facility

##### 5.4.3 Optional Features

5.4.3.1 Channelized Service per Channel:  
Customer may activate or purchase any number of the 24 voice-grade telephonic communications channels available on the Business Digital PBX DS-1 Trunk Facility. Each of the activated channels will have the following Customer determined features:  
a) Pulse Type: Dual Tone Multi-Frequency (DTMF), or Dial Pulse (DP), or Multi-Frequency (MF)  
b) Directionality: DID/DOD or Two-Way, as specified by the Customer.

## **BUSINESS SERVICE OFFERING**

### 5. BUSINESS SERVICES (Cont'd)

#### 5.5 Direct Inward Dial

5.5.1 Direct Inward Dial (DID) – Blocks of numbers can be used with either Analog or Digital Trunk Facilities.

5.5.2 The DID telephone numbers are available to customers in two different quantities:

- a) Block of 10
- b) Block of 100

#### 5.6 Payment Plans

5.6.1 The payment plan offers the Customer two options for payment:

- a) **Fixed Monthly Rate Plan**  
Under this plan the Customer pays a fixed monthly rate for a specified contract term. The Customer may choose a 1, 2, 3, 4, or 5-year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.
- b) **Month-to-Month Plan**  
Under this plan the Customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

**BUSINESS SERVICE OFFERING**

5. BUSINESS SERVICES (Cont'd)

5.6 Rates

5.6.1 Non-recurring and monthly rates apply as follows: <sup>1</sup>

	Non-Recurring (New) <sup>2</sup>	Month to Month	1 Year	2 Year	3 Year	4 Year	5 Year
Business Line							
Flat Rate		\$20.00	ICB <sup>3</sup>	ICB	ICB	ICB	ICB
Multi-Line		\$24.00	ICB	ICB	ICB	ICB	ICB
Hunting							
Business							
Analog PBX							
Trunk		\$31.00	ICB	ICB	ICB	ICB	ICB
Analog DID							
Signaling (per trunk)		\$20.00	ICB	ICB	ICB	ICB	ICB
Business							
Digital PBX							
Trunk							
Facility	\$500.00	\$400.00	ICB	ICB	ICB	ICB	ICB
Channelized							
Service							
Per Trunk		25.00					
DID Group of							
10	\$25.00	\$15.00	ICB	ICB	ICB	ICB	ICB
DID Group of							
100	\$150.00	\$75.00	ICB	ICB	ICB	ICB	ICB

<sup>1</sup> Service Connection Charges also apply, as specified under Section 3.

<sup>2</sup> Applies for the initial installation (new).

<sup>3</sup> Individual Case Basis.

**BUSINESS SERVICE OFFERING**

5. BUSINESS SERVICES (Cont'd)

5.6 Rates (Cont'd)

5.6.2 The following FCC approved fees and/or charges apply to each line/trunk purchased in Section 5 Business Services in addition to the rates shown in 5.6.1.

5.6.3 Non-recurring and monthly rates apply as follows: <sup>1</sup>

	Month to Month	1 Year	2 Year	3 Year	4 Year	5 Year
<hr/>						
EUCL (End User Common Line Charge)						
Business Single Line or Trunk	\$3.50	ICB <sup>2</sup>	ICB	ICB	ICB	ICB
Business Multi-Line/Trunk each	\$7.34	ICB	ICB	ICB	ICB	ICB
<hr/>						
LNP (Local Number Portability) Business Multi-Line or Single (per line) <sup>34</sup>						
	\$0.33	ICB	ICB	ICB	ICB	ICB
<hr/>						
PICC (Presubscribed Interexchange Carrier Charge)						
Business Single Line or Trunk	\$1.04	ICB	ICB	ICB	ICB	ICB
Business Multi-Line/Trunk each	\$0.57	ICB	ICB	ICB	ICB	ICB
<hr/>						

<sup>1</sup> Service Connection Charges also apply, as specified under Section 3.

<sup>2</sup> Individual Case Basis.

<sup>3</sup> Multiple of 9 will be used on PBX trunks X the per line LNP rate.

<sup>4</sup> Multiple of 5 will be used on ISDN PRI circuits X the per line LNP rate.

**RESIDENTIAL SERVICE OFFERING**

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## RESIDENTIAL SERVICE OFFERING

### 6. RESIDENTIAL SERVICE OFFERING

#### 6.1 Description

6.1.1 Local Line – Residence: Local Line- Residence provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number.

6.1.2 Residence Service: The term “Residence Service” denotes service provided when the following conditions exist:

- a) The main station is located in a private residence, or a residential room or apartment of a building of any type.
- b) All listings of the service are in names of individuals, without a business designation.

#### 6.2 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are intended to be limited duration programs which are beneficial to customers and are not intended to replace the Company’s obligations to seek approval of permanent rates and charges.

#### 6.3 Service Plans

6.3.1 Flat Rate Service – The term “Flat Rate Service” denotes service where, for a stated monthly rate, unlimited calling is allowed to all other exchange service lines in the local service area of the exchange in which it is furnished.

6.3.2 Each Residential Line will also have the following FCC approved fees and/or charges.

- a) End User Common Line Charge (EUCL)
- b) Local Number Portability (LNP)
- c) Presubscribed Interexchange Carrier Charge

#### 6.4 Optional Services

Optional features offerings and rates will be provided upon request.

**RESIDENTIAL SERVICE OFFERING**

6. RESIDENTIAL SERVICE OFFERING (Cont'd)

6.4 Rates and Charges <sup>1</sup>

	<u>Monthly</u>
A) Local Line Residential <sup>2</sup>	
Flat	\$8.50
End User Common Line Charge (EUCL) Primary	\$3.50
End User Common Line Charge (EUCL) Additional each	\$6.07
Local Number Portability(LNP) (per line)	\$0.33
Presubscribed Interexchange Carrier Charge (PICC) Primary	\$1.04
Presubscribed Interexchange Carrier Charge (PICC) Additional each	\$0.57
B) Optional Features <sup>2</sup>	
Offerings and Rates Available Upon Request	
C) Directory Assistance	Rates Specified Under Section 10
D) Operator Assistance	Rates Specified Under Section 10
E) Directory Listings	Rates Specified Under Section 7

---

<sup>1</sup> Service Connection Charges, as specified under Section 3, apply in addition to the Monthly Rates.

<sup>2</sup> Monthly charges apply, per line.

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**DIRECTORY LISTINGS**

## 7. DIRECTORY LISTINGS

7.1 General Regulations

- 7.1.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- 7.1.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clarity of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 7.1.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identify of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 7.1.4 Each listing must be designated Government, Residential or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.
- 7.1.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

**DIRECTORY LISTINGS**

## 7. DIRECTORY LISTINGS (Cont'd)

7.2 Descriptions

Directory listings are provided in connection with each Customer service as specified herein.

7.2.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

7.2.2 Additional Listings: In connection with residential or business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified under 7.3, following.

7.2.3 Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2, Rules and Regulations, 2.1.4.15, 2.1.4.16, 2.1.4.17. Charges for Nonpublished Listings are specified under 7.3, following. Caller ID will still be sent to the called party unless it is blocked and sent anonymously by the calling party.

7.2.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Nonlisted Listings are specified under 7.3, following.

7.2.5 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

**DIRECTORY LISTINGS**

7. DIRECTORY LISTINGS (Cont'd)

7.2 Descriptions (Cont'd)

7.2.6 Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the Alternate telephone number is authorized to accept calls. Charges for alternate call listings are specified under 7.3, following.

7.2.7 Information Listings: Where available, additional lines of information which may be included with a primary, additional or reference listings. Charges for information listings are specified under 7.3, following.

7.2.8 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are specified under 7.3, following.

7.3 Rates

7.3.1 The following Monthly Recurring Charges apply for directory listings specified in 7.2, preceding: <sup>1</sup>

	Monthly Recurring Charge <sup>2</sup>	
	Residence	Business
Primary Listing	NC	NC
Additional Listing <sup>3</sup>	\$2.20	\$2.20
Alternate Listing	\$1.00	\$1.40
Foreign Listing	\$0.60	\$1.40
Non-Published Number <sup>4 5</sup>	\$1.00	\$1.00
Non-Listed	\$1.00	\$1.00
Information Listing	\$0.60	\$1.40
Reference Listing	\$0.60	\$1.40

<sup>1</sup> Service Connection Charges under Section 3, apply for additions/changes to directory listings.

<sup>2</sup> Charges apply per listing or per number.

<sup>3</sup> Additional listings of business names are not available in the individual name section of an alphabetical directory published in separate sections for individuals and businesses.

<sup>4</sup> This charge shall not apply where a residential end-user has at least one listing in the directory.

<sup>5</sup> This charge shall not apply to Customers serviced by Telecommunications Devices for the Deaf (TDD).

**CENTREX**

## 8. CENTREX

8.1 Description

The CENTREX feature is for business customers only. CENTREX is an arrangement of exchange access, switching equipment, attendant positions, and other facilities located on NTS premises. Simply, it is a feature businesses may subscribe to that will allow them the convenience of having a PBX system without incurring the capital outlay.

8.2 Standard Features

CENTREX standard features include:

- Direct Outward Calling
- Direct Inward Calling
- Station-to-Station Calling
- Station Hunting
- Call Transfer Attendant
- Restriction from Outgoing Calls
- Station Restriction
- Reserve Power
- Busy Verification
- Night Service
- Identified Outward Calling
- Call Interception
- Call Transfer-Individual
- Consultation Hold
- Add-On
- Trunk Answer from any station and Touch-Tone calling service.

8.3 DefinitionsCENTREX Station Line

A main station line of the CENTREX system, which has full in-out dialing privileges and access to or from the attendant.

Dormitory Station Line

A CENTREX station line which terminates in a student's room in a dormitory of an accredited public or private educational institution that has CENTREX service for administrative use.

**CENTREX**

8. CENTREX

8.4 Optional Features

Optional Features and the associated rates are available upon request.

8.5 Rates

8.5.1 Non-recurring and monthly rates apply as follows:<sup>1</sup>

	Month to Month	1 Year	2 Year	3 Year	4 Year	5 Year
Centrex Station Line	\$20.00	ICB <sup>2</sup>	ICB	ICB	ICB	ICB
Dormitory Station Line	\$9.00	ICB	ICB	ICB	ICB	ICB

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<sup>1</sup> Service Connection Charges also apply, as specified under Section 3.

<sup>2</sup> Individual Case Basis.

**CENTREX SERVICE OFFERING**

8. CENTREX SERVICES (Cont'd)

8.5 Rates (Cont'd)

8.5.2 The following FCC approved fees and/or charges apply to each line/trunk purchased in Section 8 Centrex Services in addition to the rates shown in 8.5.1.

8.5.3 Non-recurring and monthly rates apply as follows:<sup>1</sup>

	Month to Month	1 Year	2 Year	3 Year	4 Year	5 Year
<hr/>						
EUCL (End User Common Line Charge)						
Station Line (per line)	\$7.34	ICB <sup>2</sup>	ICB	ICB	ICB	ICB
Dormitory Station Line (per line)	\$3.50	ICB	ICB	ICB	ICB	ICB
<hr/>						
LNP (Local Number Portability)						
Station Line (per line)	\$0.33	ICB	ICB	ICB	ICB	ICB
Dormitory Station Line (per line)	\$0.33	ICB	ICB	ICB	ICB	ICB
<hr/>						
PICC (Presubscribed Interexchange Carrier Charge)						
Station Line (per line)	\$0.57	ICB	ICB	ICB	ICB	ICB
Dormitory Station Line (per line)	\$0.57	ICB	ICB	ICB	ICB	ICB

<sup>1</sup> Service Connection Charges also apply, as specified under Section 3.

<sup>2</sup> Individual Case Basis.

**INTEGRATED SERVICE DIGITAL NETWORK - ISDN**

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**INTEGRATED SERVICE DIGITAL NETWORK - ISDN**

## 9. INTEGRATED SERVICE DIGITAL NETWORK - ISDN

## A. Integrated Service Digital Network (ISDN) – Basic Rate Interface (BRI)

9.1 Description

ISDN-BRI service provides 2B+D switched access to the public switched network for the transmission of circuit switched voice, circuit switched data and packet switched data on an incoming and outgoing basis. It provides a customer with the ability to integrate current voice and data channel services utilizing NTS Basic Business Line Service.

Circuit Switched Voice provides the ability to originate and receive switched voice calls over a 64 Kbps channel.

Circuit Switched Data provides the ability to originate and receive circuit switched data calls over a 64 Kbps channel.

BRI lines have two 64 Kbps B channels. Each channel can have a separate phone number that can be used as a regular phone line, or the two B channels can be combined to create a single, higher bandwidth channel.

9.2 General Regulations

9.2.1 BRI has one 16 Kbps data or D channel used primarily for signaling and data transmission.

9.2.2 ISDN-BRI is furnished to customers at the rates and charges, following.

9.2.3 Rates and Charges for other optional features are in addition to those for ISDN-BRI service.

9.2.4 Rates for optional features are available upon request.

9.3 ISDN – BRI Basic Service provides the following standard features:

- a) National ISDN Standard
- b) 2B+D channels
- c) 2B channels support Circuit Switched Voice and/or Circuit Switched Data and one D channel supports signaling and/or Packet Switched Data.

9.3.1 Optional features and associated rates are available upon request.

**INTEGRATED SERVICE DIGITAL NETWORK - ISDN**

## 9. INTEGRATED SERVICE DIGITAL NETWORK – ISDN (Cont'd)

## B. Integrated Service Digital Network (ISDN) – Primary Rate Interface (PRI)

9.4 Description

ISDN-PRI service provides 23B+D switched access to the public switched network for the transmission of circuit switched voice, circuit switched data and packet switched data on an incoming and outgoing basis. It provides a customer with the ability to integrate current voice and data channel services utilizing NTS Basic Business Line Service.

Circuit Switched Voice provides the ability to originate and receive switched voice calls over a 64 Kbps channel.

Circuit Switched Data provides the ability to originate and receive circuit switched data calls over a 64 Kbps channel.

PRI lines have twenty-three 64 Kbps B channels. Each channel can have a separate phone number that can be used as a regular phone line, or the twenty-three B channels can be combined to create a single, higher bandwidth channel.

ISDN-PRI service provides 23B+D (twenty-three 64 Kbps B channels and a 64 Kbps data channel) access on a DSX-1 interface.

9.5 General Regulations

9.5.1 PRI has one 64 Kbps data or D channel used primarily for signaling and data transmission.

9.5.2 ISDN-PRI is furnished to customers at the rates and charges, following.

9.5.3 Rates and Charges for other optional features are in addition to those for ISDN-PRI service.

9.5.4 Rates for optional features are available upon request.

9.6 ISDN – PRI Basic Service provides the following standard features:

- a) National ISDN Standard
- b) 23B+D channels
- c) 23B channels support Circuit Switched Voice and/or Circuit Switched Data and one D channel supports signaling and/or Packet Switched Data.

**INTEGRATED SERVICE DIGITAL NETWORK - ISDN**

9. INTEGRATED SERVICE DIGITAL NETWORK – ISDN (Cont’d)

D. Rates  
 The following rates apply: <sup>1</sup>

	Non-Recurring (New)	Monthly Recurring
Home Office, Small Bus-ISDN-BRI <sup>2</sup>		
Flat Rate	\$150.00	\$45.00
ISDN-PRI Data Only		
<u>Measured</u> <sup>3</sup>		
Month to Month	\$4500.00	\$450.00
One-Year Contract	\$1500.00	\$425.00
Per Minute Rate		\$.045
<u>Flat Rate</u>		
Month to Month	\$4500.00	\$1000.00
One-Year Contract	\$1000.00	\$1200.00

<sup>1</sup> Service Connection Charges apply, as specified in Section 3, Service Connection Charges.

<sup>2</sup> Non-recurring and monthly rates apply, per line.

<sup>3</sup> Per channel, per minute. Only applies to outgoing minutes.

**MISCELLANEOUS SERVICES**

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**MISCELLANEOUS SERVICES**

10. MISCELLANEOUS SERVICES

10.1 Presubscription

Presubscription allows Customers to presubscribe to their carrier of choice for interLATA or intraLATA toll calls, without dialing the Access Code. The rates specified in Section 3, Service Connection Charges, will apply each time the Customer requests a change to their interLATA PIC or intraLATA PIC.

10.2 Vanity Telephone Numbers

10.2.1 At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth under Section 2, Regulations, 2.1.3.

The following charges apply for Vanity Telephone Numbers: <sup>1</sup>

	<u>Non-Recurring</u>	<u>Monthly Charges</u>
NTS Local Services	\$22.50	\$1.00

10.3 Individual Case Basis

10.3.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB arrangements will be made available for inspection by the Commission upon request.

10.4 Special Construction

10.4.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

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<sup>1</sup> Charges apply, per number.

**MISCELLANEOUS SERVICES**

## 10. MISCELLANEOUS SERVICES (Cont'd)

10.4 Special Construction (Cont'd)

## 10.4.2 Basis for Cost Computation

The costs referred to in 10.4.1, above, may include one or more of the following items to the extent they are applicable:

- a) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights of way;
- b) cost of maintenance;
- c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e) license preparation, processing and related fees;
- f) tariff preparation, processing and related fees;
- g) any other identifiable costs related to the facilities provided; or
- h) an amount for return and contingencies.

## 10.4.3 Termination Liability

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

- 10.4.3.1 The termination period is the estimated service life of the facilities.

**MISCELLANEOUS SERVICES**

## 10. MISCELLANEOUS SERVICES (Cont'd)

10.4 Special Construction (Cont'd)

## 10.4.3 Termination Liability (Cont'd)

10.4.3.2 The amount of the maximum termination liability is equal to one hundred percent (100%) the estimated amounts for:

1. Cost installed of the facilities provided including estimated costs for arrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights of way;
2. license preparation, processing, and related fees;
3. tariff preparation, processing, and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

10.4.3.3 The applicable liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined pursuant to the above paragraphs shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This project is adjusted to reflect applicable taxes.

**OPERATOR SERVICES**

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**OPERATOR SERVICES**

11. OPERATOR SERVICES

11.1 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

11.1.1 Residential Customers will be allowed to make up to 3 calls per month to Directory Assistance at no charge. Each call to Directory Assistance thereafter will be charged as follows:

Per Call  
 \$0.30

11.1.2 The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

11.2 Directory Assistance Call Completion

11.2.1 DACC is a service that provides customers the option of having their local 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.

11.2.2 Fully-Automated DACC – The customer receives the requested directory number from an automated voice system. The customer accepts DACC by depressing “1” from a touch-tone telephone when prompted by the DACC announcement.

11.2.3 Semi-Automated DACC – The customer receives the requested directory number and then requests the operator to provide call completion to the requested number.

11.2.4 Person-to-Person DACC – The customer receives the requested directory number and then requests the operator to complete the call to a specified person.

**OPERATOR SERVICES**

11. OPERATOR SERVICES (Cont'd)

11.2 Directory Assistance Call Completion (Cont'd)

11.2.5 Rates

DACC Rates – Per Call Basis

Fully-Automated DACC

Sent Paid	\$0.30
Calling Card	\$0.30
Collect	\$1.00
Billed to Third Number	\$1.00

Semi-Automated DACC

Sent Paid	\$0.60
Calling Card	\$0.60
Collect	\$1.20
Billed to Third Number	\$1.20

Person-to-Person DACC	\$2.60
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**OPERATOR SERVICES**

## 11. OPERATOR SERVICES (Cont'd)

11.3 Operator Assistance

11.3.1 A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner: <sup>1</sup>

- a) Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party.
- b) Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- c) Sent Paid Description: When the operator services call is paid for by the calling party it is considered sent paid.
- d) Person to Person: Calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.
- e) Station to Station: Calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.
- f) General Assistance: The Customer has the option to request general information from the operator, such as dialing instruction, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

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<sup>1</sup> In addition to the rates specified in Section 4, Local Exchange Services, 4.3.2, Rates, surcharges as specified under 14.2.2, also apply.

**OPERATOR SERVICES**

11. OPERATOR SERVICES (Cont'd)

11.3.2 Operator Assisted Surcharges

The following surcharges will be applied:

Station to Station Service

Collect

Non-Automated	\$1.30
Semi-Automated	\$1.30
Fully Automated	\$1.30

Billed to a Third Number

Non-Automated	\$1.30
Semi-Automated	\$1.30
Full Automated	\$1.30

Sent Paid

Non-Automated	\$1.30
Semi-Automated	\$1.30

Person-to-Person Service

Non-Automated	\$3.15
Semi-Automated	\$3.15

11.4 Busy Line Verification and Interrupt

11.4.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or "in use" and report to the calling party.

11.4.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

11.4.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

- a) The operator verifies that the line is busy with a call in progress.
- b) The operator verifies that the line is available for incoming calls.
- c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. The following charges will apply for both verification and interruption:

	<u>Per Request</u>
Busy Line Verification	\$1.35
Busy Line Interrupt	\$2.20