

LOCAL EXCHANGE TARIFF

**SCHEDULE OF RATES, RULES AND REGULATIONS
GOVERNING LOCAL TELECOMMUNICATION SERVICES
OFFERED BY**

COMCELL, INC.

WITHIN THE STATE OF TEXAS

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Comcell, Inc.
P.O. Box 130
Windthorst, Texas 76389

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LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

I. DESCRIPTION OF OPERATIONS

Comcell, Inc. (the Company) is a privately owned public utility providing telecommunications services in the areas certified under Service Provider Certificate of Operating Authority No. 60985, as approved by the Public Utility Commission of Texas (the Commission). Comcell, Inc. maintains its primary office of operations at 10184 S. Highway 25E, Windthorst, Texas 76389.

The Company provides voice service throughout its capable service area as approved by the Public Utility Commission of Texas. Currently, the capable serving area is the 940 area code which includes the following exchanges in Texas:

Bowie
Henrietta

LOCAL EXCHANGE SERVICE

II. LOCAL EXCHANGE SERVICE DESCRIPTION

A. Residential Local Service

Residential Plan includes a single voice path with the following services and features ⁽¹⁾. Features are defined in more detail in Section 5:

Unlimited Local Calling	Call Waiting
Tone Dialing	3-Way Calling
Calling Name and Number Delivery	Speed Dialing
E911 Service	Call Forwarding
Directory Listing	Voice Mail *

B. Business Local Service

The Business Plan includes a single voice path with the following services and features ⁽¹⁾. Features are defined in more detail in Section 5:

Tone Dialing	Call Waiting
Calling Name and Number Delivery	3-Way Calling
E911 Service	Speed Dialing
Directory Listing	Call Forwarding
Voice Mail *	

* Denotes a non-regulated service

⁽¹⁾ The listed features represent the telecommunications features that are standard with the service. Additional features are inherent in the service as well, but are considered information services and are therefore not defined in this Telecommunications Tariff.

LOCAL EXCHANGE SERVICE

III. APPLICATION OF RATES

A. General

1. The rates and charges specified in this Section are for Basic Local Exchange Service options, which may include certain features as further outlined herein. Rates and charges for ancillary services and facilities not specified in this Section are presented in other sections of this tariff.
2. Unless otherwise specified, the rates and charges quoted in this Section are for a minimum contract period of one month. Service will be billed in one-month increments. These rates and charges are payable in advance and provide unlimited flat rate calling within the Company's service area as shown under Description of Operations.
3. Rates shown below do not include applicable taxes, fees and surcharges as may be required by state or federal law, or may otherwise be outlined in this or other Company tariffs.

IV. RATES AND CHARGES

A. Residential Local Exchange Service Rates

Monthly

1. Residential Local Service Plan
2. Residential Local Service Plan with purchase of Internet package

\$27.95
\$14.95

B. Business Local Exchange Rates

1. Business Local Service Plan
2. Business Local Service Plan with purchase of Internet package

\$31.95
\$19.95

LOCAL EXCHANGE SERVICE

V. LIFELINE PROGRAM

A. State Lifeline Program

The State Lifeline Program (“State Lifeline”) is a retail local service offering designed to make telephone service available at reduced rates to qualifying low-income customers.

1. General

- a. A qualifying low-income customer subscribing to State Lifeline shall receive state reductions to their monthly tariffed residential local exchange access line rate.
- b. Nothing in this section shall prohibit a customer who is otherwise eligible for State Lifeline from obtaining and using telecommunications equipment and services designed to aid such customer in utilizing qualifying telecommunications service.
- c. State Lifeline rate reductions apply only to basic network service and do not apply to non-basic services, regulated or non-regulated, such as long distance service or custom calling services. Customers may subscribe to these services, where available, at their discretion. If the customer subscribes to a bundled service, where available, the discount shall only apply to the basic network service portion of the bundled service.
- d. State Lifeline rate reductions do not apply to service connection charges.
- e. The Company may not disconnect the service of a State Lifeline customer for the non-payment of toll charges unless the Company has received a waiver from the Commission allowing disconnection of service for this reason.
- f. Upon subscribing to State Lifeline, a customer will be offered a subscription, at no charge, to toll blocking service (in exchanges where technically available) which denies the customer access to the long distance telecommunications network; however, the customer is under no obligation to accept the subscription to toll blocking.
- g. The Company will waive number portability charges, subject to the tariff, for the Lifeline customer.
- h. State Lifeline rate reductions will not be available on a retroactive basis except as directed by LIDA or the Commission.

LOCAL EXCHANGE SERVICE

V. LIFELINE PROGRAM (Continued)

A. State Lifeline Program (Continued)

2. Designated Lifeline Program Services

The Company shall offer the voice telephony services defined to be qualified, or designated, Lifeline Program service pursuant to 16 TAC § 26.412(e).

3. State Eligibility Requirement

a. Qualifying Low-income (Eligible) Customer Criteria

State Lifeline rate reductions will be provided per eligible customer. The applicant must certify that their annual household income is at or below 150% of the annual federal poverty guidelines, be an eligible resident of Tribal lands, or participate in, or have a person or child who resides in the customer household who participates in, a program identified in 16 TAC § 26.412(d) regarding consumer qualifications for Lifeline.

b. Obligations of the Customer

(1) A current customer of the Company may be automatically enrolled in State Lifeline by their participation in the qualifying programs or they may self-enroll by contacting the Texas Low-Income Discount Administrator (LIDA).

(2) A customer who is eligible for State Lifeline, but does not have telephone service at the time of application, shall be responsible for initiating a request for service from the Company.

c. The LIDA reviews the customer application received and determines if the customer meets the eligibility criteria. The LIDA shall provide a list of eligible customers to the Company on a monthly basis.

d. State Lifeline customers will lose their State Lifeline eligibility once they cease to meet income criteria or cease to participate in one of the qualified programs. Customers will be notified by the LIDA for loss of eligibility and given an opportunity to prove eligibility. Reduced billing under State Lifeline will be terminated if eligibility ceases.

LOCAL EXCHANGE SERVICE

V. LIFELINE PROGRAM (Continued)

A. State Lifeline Program (Continued)

4. Deposit and Credit Requirements

- a. The Company shall be prohibited from charging a service deposit in order to initiate State Lifeline if the eligible customer voluntarily elects to receive toll blocking.
- b. The Company may charge a service deposit if:
 - (1) The eligible customer denies subscription to toll blocking upon subscribing to State Lifeline.
 - (2) The Company receives a Commission waiver from having to provide toll blocking due to technical limitations.
- c. In instances where the Company may require a service deposit, the same credit verification procedures and deposit regulations used for all applicants who apply for service with the Company are also applicable to eligible customers of State Lifeline.

5. Service Connection and Charges

- a. Service connection charges do not apply to eligible customers with existing, qualifying service converting to State Lifeline.
- b. Service connection charges do apply when:
 - (1) Existing eligible customers requesting additional non-qualifying services at the time Lifeline Program reduced billing is initiated.
 - (2) New customers (those without existing local exchange access service) eligible for State Lifeline and establishing qualifying service.
 - (3) Any subsequent moves or changes after the initial connection to State Lifeline.
- c. Applicable service connection charges for the Company are specified in Section 2 of this tariff.

LOCAL EXCHANGE SERVICE

V. LIFELINE PROGRAM (Continued)

A. State Lifeline Program (Continued)

6. State Lifeline Program Rate Reduction

- a. The Company shall provide reduced billing for all State Lifeline eligible customers within its service area after receipt of the list of eligible customers from the LIDA. In instances where the customer makes direct inquiries regarding participation in State Lifeline to the Company, the Company shall make every effort to assist the customer by explaining the necessary steps to become eligible to participate in State Lifeline and direct the customer to the LIDA for completion of the required forms for eligibility certification.

If the eligible customer's existing telephone service arrangements meet State Lifeline criteria, the Company shall provide reduced billing as indicated above.

- b. Eligible customers who subscribe to Lifeline Service will receive the following discounts as long as the total combined Lifeline discounts do not result in a rate of less than zero for a customer's basic local service:

	<u>Monthly Rate Reduction</u>	<u>Effective</u>
(1) State-approved reduction of up to a maximum of: ⁽¹⁾	\$3.50	
(2) Additional Lifeline Area Discount ⁽²⁾	N/A	

⁽¹⁾ Pursuant to 16 Tex. Admin. Code (TAC) § 26.412(f)(1)(C).

⁽²⁾ Pursuant to the Texas High Cost Universal Service Plan Area Discount in 16 TAC 26.412(f)(1)(D).

LOCAL EXCHANGE SERVICE

V. LIFELINE PROGRAM (Continued)

B. Federal Lifeline Program

The federal Lifeline Program is a retail local service offering designed to make telephone and/or broadband service available at reduced rates to qualifying low-income customers.

1. General

- a. A qualifying low-income customer subscribing to designated federal Lifeline Program Services, as outlined below, is eligible to receive federal reductions to either his/her monthly tariffed residential local exchange access line rate and federal subscriber line charge or his/her monthly retail rate for an eligible broadband service. The qualifying low-income customer can only receive one federal discount on one service option.
- b. Nothing in this section shall prohibit a customer who is otherwise eligible for the federal Lifeline Program from obtaining and using telecommunications equipment and services designed to aid such customer in utilizing qualifying telecommunications service.
- c. The federal Lifeline Program rate reductions do not apply to service connection charges, except that customers eligible for the Tribal Link Up Program will receive a 100% reduction, up to \$100.00, on applicable service connection charges, as provided in this tariff.
- d. The Company may not disconnect the service of a federal Lifeline Program customer for the non-payment of toll charges unless the Company has received a waiver from the Commission allowing disconnection of service for this reason.
- e. Upon subscribing to the federal Lifeline Program, a customer will be offered a subscription, at no charge, to toll blocking service (in exchanges where technically available) which denies the customer access to the long-distance telecommunications network; however, the customer is under no obligation to accept the subscription to toll blocking.
- f. The Company will waive number portability charges, subject to the tariff, for the Lifeline customer.
- g. The federal Lifeline Program rate reductions will only be issued on a going-forward basis and will not be available on a retroactive basis except as directed by LIDA or the Commission.

LOCAL EXCHANGE SERVICE

V. LIFELINE PROGRAM (Continued)

B. Federal Lifeline Program (Continued)

1. General (Continued)

- h. Partial payments made by Lifeline customers will be applied first toward charges for local service.

2. Designated Federal Lifeline Program Services

- a. The Company shall offer the voice telephony service and broadband service defined to be qualified, or designated, federal Lifeline Program service as enumerated in 47 Code of Federal Regulations §54.101(a)(1) and (2) (relating to Supported Services for Rural, Insular and High Cost Areas).
- b. For voice service, the federal Lifeline Program rate reductions apply only to basic local exchange service and do not apply to non-basic services, regulated or non-regulated, such as long distance service or custom calling services. Customers may subscribe to these services, where available, at their discretion.
- c. For broadband service, the federal Lifeline Program rate reductions apply to the monthly recurring retail rate for eligible broadband service provisioned by the Company or its affiliated Internet Service Provider.
- d. All designated federal Lifeline Program services are subject to minimum service standards and exceptions delineated in 47 Code of Federal Regulations §54.408.

3. Eligibility Requirement

- a. Qualifying Low-income (Eligible) Customer Criteria

The federal Lifeline Program rate reductions will be provided per eligible customer, limited to one discount per eligible household location. The applicant must certify that their annual household income is at or below 135% of the annual federal poverty guidelines, be an eligible resident of Tribal lands, or participate in, or have a person or child who resides in the customer household who participates in, a program identified in 47 Code of Federal Regulations § 54.409.

LOCAL EXCHANGE SERVICE

V. LIFELINE PROGRAM (Continued)

B. Federal Lifeline Program (Continued)

3. Eligibility Requirement (Continued)

b. Obligations of the Customer

- (1) A current customer of the Company may be automatically enrolled in the federal Lifeline Program by their participation in the qualifying programs or they may self-enroll by contacting the Texas Low-Income Discount Administrator (LIDA).
- (2) A customer who is eligible for the federal Lifeline Program, but does not subscribe to a designated federal Lifeline Program service at the time of application, shall be responsible for initiating a request for a designated federal Lifeline Program service from the Company before any federal Lifeline Program discounts will be administered.

c. The LIDA reviews the customer application received and determines if the customer meets the eligibility criteria for the federal Lifeline Program. The LIDA shall provide a list of eligible customers to the Company on a monthly basis.

d. Federal Lifeline Program customers will lose their federal Lifeline Program eligibility once they cease to meet income criteria or cease to participate in one of the qualified programs. Customers will be notified by the LIDA for loss of eligibility and an opportunity given to prove eligibility. Reduced billing under the federal Lifeline Program will be terminated if eligibility ceases.

4. Deposit and Credit Requirements

a. The Company shall be prohibited from charging a service deposit for Lifeline voice-only service plans in order to initiate the federal Lifeline Program if the eligible customer voluntarily elects to receive toll blocking.

b. The Company may charge a service deposit if:

- (1) The eligible customer denies subscription to toll blocking upon subscribing to the federal Lifeline Program.
- (2) The Company receives a waiver from having to provide toll blocking due to technical limitations.

LOCAL EXCHANGE SERVICE

V. LIFELINE PROGRAM (Continued)

B. Federal Lifeline Program (Continued)

4. Deposit and Credit Requirements (Continued)

- c. In instances where the Company may require a service deposit, the same credit verification procedures and deposit regulations used for all applicants who apply for service with the Company are also applicable to eligible customers of the federal Lifeline Program.

5. Service Connection and Charges

- a. Service connection charges do not apply to eligible customers with existing, qualifying service converting to the federal Lifeline Program.
- b. Service connection charges may apply when:
 - (1) Existing eligible customers request additional non-qualifying services at the time federal Lifeline Program reduced billing is initiated, or anytime thereafter.
 - (2) New customers (those without existing local exchange access service) eligible for the federal Lifeline Program first order a designated federal Lifeline Program service.
 - (3) Existing eligible customers request any subsequent moves or changes to their service after the initial connection to the federal Lifeline Program.
- c. Applicable service connection charges for the Company are specified in Section 2 of this tariff.

LOCAL EXCHANGE SERVICE

V. LIFELINE PROGRAM (Continued)

B. Federal Lifeline Program (Continued)

6. Federal Lifeline Program Rate Reduction

The Company shall provide reduced billing for all federal Lifeline Program eligible customers within its service area after receipt of the list of eligible customers from the LIDA. In instances where the customer makes direct inquiries regarding participation in the Lifeline program to the Company, the Company shall make every effort to assist the customer by explaining the necessary steps to become eligible to participate in the Lifeline Program and direct the customer to the LIDA for completion of the required forms for eligibility certification.

- a. If the eligible customer's existing voice or broadband service arrangements meet the federal Lifeline Program criteria, the Company shall provide reduced billing as indicated above.
- b. If the eligible customer's existing voice or broadband service arrangements do not meet the federal Lifeline Program criteria, the Company shall:
 - (1) advise the eligible customer by direct mail of the impending termination of his or her Lifeline service; and
 - (2) allow a subscriber 30 days following the date of the impending termination letter required to demonstrate continued eligibility.
 - (3) If the eligible customer chooses to make the necessary changes to their service arrangements, the eligible customer will receive reduced billing per the federal Lifeline Program at the time the change is effective or at the time new service is established.
- c. If the Company charges a federal End User Common Line Charge (a.k.a. Federal Subscriber Line Charge), the federal Lifeline Program support amount must be applied to waive the federal End User Common Line Charge for federal Lifeline Program subscribers.

LOCAL EXCHANGE SERVICE

V. LIFELINE PROGRAM (Continued)

B. Federal Lifeline Program (Continued)

7. Federal Lifeline Program Support Amount

The Company shall apply federal Lifeline Program rate reductions, per eligible customer, as described below.

- a. The qualifying low-income customer can only receive one federal discount on one service option outlined below. The discount shall only be given if the customer and service meet qualifying criteria as specified above.
- b. The Company shall grant federal support to qualifying low-income consumers of eligible broadband service up to \$9.25 per month, subject to the support amount directed by the Federal Communications Commission in 47 Code of Federal Regulations § 54.403 regarding Lifeline support amount.
- c. The Company shall grant federal support to qualifying low-income consumers of eligible voice-only service as follows, subject to 47 Code of Federal Regulations §54.403 regarding Lifeline support amount.
 - up to \$7.25 per month from December 1, 2019 to November 30, 2020;
 - up to \$5.25 per month from December 1, 2020 to November 30, 2021;
 - no support per month beginning December 1, 2021 except in allowable circumstances defined by the FCC.
- d. The federal Lifeline Program discounts shall not result in a rate of less than zero charged for the customer's qualifying voice or broadband service.

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LOCAL EXCHANGE SERVICE

VI. E911 SERVICE

A. Description

E911 Service means functionality that allows end users to contact emergency services. 911 service has the ability to route an emergency call to the Public Safety Answering Point (“PSAP”) assigned to the Registered Location and provide the Customer’s Registered Location and DID/DOD information.

1. E911 Service

E911 Service operates in a traditional manner, by automatically routing your calls to a trained E911 dispatcher, available on a 24-hour basis, using special answering facilities at the local PSAP for your location. Traditional E911 services automatically provide to the PSAPs the calling party’s call-back number and location, which is fixed to the customer premises where voice service is being provisioned.

B. Regulations

1. The telephone subscriber forfeits the privacy afforded by nonlisted and nonpublished service to the extent that subscriber information associated with the originating station location are furnished to the PSAP. The telephone subscriber (published and nonpublished) consents to the storage and retention of the subscriber name, telephone number and address in the E911 database and also consents to access to this information by the E911 customer for the sole purpose of responding to an emergency call.
2. A Registered Location is defined as the most recent information obtained by the Company that identifies the physical location of an end user.

SERVICE CHARGES

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SERVICE CHARGES

I. GENERAL

Service Charges are in addition to all other rates and charges that may be applicable for services provided by the Company. Service Charges apply in addition to installation and construction charges incurred because of unusual costs encountered in the provision of service.

- A. All registered terminal equipment and systems and inside wire may be directly connected to the telecommunications network as specified in, or authorized by, the Registration Program in Part 68 of the Federal Communications Commission's (FCC) Regulations.
- B. Customer premises inside wire, standard jacks, and equipment provided by the customer or customer's agent must be in accordance with the standards of the National Electric Code, the National Electric Safety Codes, Part 68 of the FCC Regulations, the equipment manufacturers and other applicable codes. The customer will hold the Company harmless from any and all liability, claims, or damage suits arising out of the customer's provision or maintenance of inside wire.
- C. Charges specified in this Section may not apply on services furnished on an individual case basis (ICB).
- D. Changes in the locations of existing services to different premises, or to additional points of termination or to points outside the customer's premises are considered new installations for purposes of this tariff.
- E. The service charges described in this tariff are not applicable for:
 - 1. normal maintenance and repair of the Company's equipment and service;
 - 2. connection of telephone sets or other terminal equipment when no line connection or central office access work is required;
 - 3. change or correction in name or billing address when there is not a change in responsibility; and
 - 4. when a customer premises is rendered unfit for occupancy due to causes beyond the customer's control, and the same type of service is established at a secondary location.

SERVICE CHARGES

II. APPLICATION OF CHARGES

Service Charges apply for work functions required to establish, add to, move, maintain or change telephone service for a business or residence class of service customer, as further defined by specific service charge elements outlined below.

A. Primary Service Order Charges ⁽¹⁾

The is applicable:

1. for requests to establish an account for initial connection of service. An account is each service for which a separate access line or voice path is established;
2. for connection of additional local exchange access lines or voice paths to an established service;
3. for change and transfer of service involving change in name and responsibility whether or not there is a lapse in service; and
4. for restoration of service disconnected for nonpayment. Disconnected service will be restored upon payment of charges due.

B. Secondary Service Order Charges ⁽¹⁾

The Secondary Service Order Charge is applicable:

1. for subsequent requests for service, number change, restoration of service at customer's request and change in class of service;
2. for additional service ordered after an initial service order has been issued and the additional service request cannot be included on the initial pending service order;
3. for additions, moves and changes of lines in the same building or in different buildings on the same premises.

⁽¹⁾ The Primary Service Order Charge and the Secondary Service Order Charge cannot be applied on the same order. When an order requires work for which both the Primary and Secondary Service Order Charges would otherwise be applied, only the Primary Service Order Charge will be applied.

SERVICE CHARGES

II. APPLICATION OF CHARGES (Continued)

C. Premises Visit Charge

The Premises Visit Charge is applicable to each trip made to a customer's premises to comply with a request as shown on the related service order as follows:

1. Connect, move, or change primary service or rearrange drop or other facilities at the customer's request.
2. Reconnect service after denial for non-payment, except for customers whose service has been suspended and who are eligible for Prepaid Local Telephone Service. In those instances, the Company will defer the customer's service restoral charges until the customer returns to basic local service.
3. On customer-caused additional trips necessary to perform work requested by the customer. Additional charges for trips required for Company reasons are not applicable.
4. On a customer initiated service order where premises wiring and/or jack installation or repair services are required, or where service troubles are determined to be caused with any customer equipment or power supply.

D. Line Connection Charge

The Line Connection Charge is applicable for work in the central office and for work done in providing or rearranging the drop wire or outdoor circuit between the serving central office and the customer's premises on the Company's side of the demarcation point.

1. The Line Connection Charge will apply for:
 - a. connection or re-connection of local exchange access lines, local private lines, detached access lines, data jacks, and Optical Terminal Unit (ONT);
 - b. transfer of lines or Company-provided equipment from one building to another building;
 - c. a move of a customer's portable structure containing telephone service;
 - d. transfer of lines from one premises to another in the same building, e.g., one apartment to another apartment, one office or suite of offices to another office or suite of offices;
 - e. a move when the telephone service at the new location is established prior to disconnection at the old location, or discontinued at the old location prior to establishment at the new location;

SERVICE CHARGES

II. APPLICATION OF CHARGES (Continued)

D. Line Connection Charge (Continued)

- f. connecting each line between the appropriate general distribution cable terminals serving different premises in the same building or serving different buildings on the customer's same premises; and
 - g. rearrangements of each single span of underground entrance facilities.
2. One Line Connection Charge is applicable for:
- a. each line connection or restoration and for each telephone number changed at the customer's request, including changes in number to provide trunk hunting.
 - b. No charge is applicable for a number change initiated by the Company.
3. The Line Connection Charge does not apply:
- a. when service and facilities are assumed prior to discontinuance of service and without lapse in service;
 - b. in the case of change in responsibility for service; and
 - c. when changes in service and facilities are initiated by the Company.

E. Termination Charge

When a customer cancels an order for service prior to the establishment of service, a termination charge may be applicable. The Termination Charge shall equal the costs incurred by the Company in designing, engineering, ordering and providing the service less disposal value.

SERVICE CHARGES

II. APPLICATION OF CHARGES (Continued)

F. Maintenance Service Charges

In those instances, where service difficulty or trouble results from the customer-provided or maintained inside wire, jacks and/or equipment which are not in accordance with the technical standards for such inside wire and jacks, the customer is responsible for the payment of a Maintenance Service Charge. The Maintenance Service Charge is also applicable when a trouble ticket results in “no trouble found.”

Except where a Service Level Commitment is in place, the Company offers to perform normal repair and maintenance work only during normal working hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. All repair and maintenance work performed during other than normal hours at the customer's request shall be provided at the sole discretion of the Company at rates based on costs.

G. Returned Check Charge

A charge will be made for each check returned or moneys not honored by a bank or depository.

H. Number Porting Fee

At the Company's discretion, a charge will be made for each number ported from another carrier. In addition, the Company may pass through charges associated with ported telephone numbers that the Company incurs from other carriers.

SERVICE CHARGES

III. SCHEDULE OF CHARGES ⁽¹⁾

	<u>Business</u>	<u>Residential</u>
A. Primary Service Order Charge	\$15.00	\$15.00
B. Secondary Service Order Charge ⁽³⁾	\$6.00	\$6.00
C. Premises Visit Charge	\$25.00	\$25.00
D. Line Connection or Rearrangement:		
Access Line (each)	\$20.00	\$20.00
Data Jack	\$99.00	\$99.00
Optical Terminal Unit (ONT)	\$100.00	\$100.00
E. Termination Charge	ICB	ICB
F. Maintenance Service Charge	\$35.00 ⁽²⁾	\$35.00 ⁽²⁾
G. Returned Check Charge	\$35.00	\$35.00
H. Number Porting Fee	NC	NC

⁽¹⁾ Service charges may be required to be paid at the time of application for service.

⁽²⁾ This charge represents the rate for labor performed during normal working hours, per each half hour increment or fraction thereof. All repair and maintenance work performed during other than normal hours at the customer's request shall be provided at the sole discretion of the Company at rates based on costs.

⁽³⁾ Customer requests for changes in features after the initial service request shall be charged the \$6 Residential Secondary Service Order Charge.

SPECIAL CONSTRUCTION

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SPECIAL CONSTRUCTION

I. SPECIAL CONSTRUCTION CHARGES

The Company will handle all requests for special construction on an individual, case-by-case basis (“ICB”).

A. Applications

Special construction charges may be applied in addition to the usual service connection charges and monthly rates. Special construction is for any condition that requires Comcell to extend its facilities or provision additional equipment.

B. Regulations

1. Temporary Construction – For temporary construction performed in advance of permanent construction or to provide temporary service to meet a Customer request, the Company will require the Customer to pay all costs of construction plus the cost of removal.
2. The Company shall retain title to all plant constructed, as specified within this tariff, provided wholly or partially at a customer’s expense.
3. When attachments are made to poles of other companies, instead of providing construction for which the customer would be charged under the provisions of this section, the customer shall pay the Company’s cost for such attachments.
4. The customer is required to pay the construction charges made by another telephone company providing facilities to connect with the facilities of the Company.
5. The Company’s obligation to provide service depends entirely on its ability to secure, retain and maintain suitable rights-of-ways without incurring unreasonable expense. When conditions require, applicants shall provide, without expense to the Company, private rights-of-way as needed. Any and all private rights-of-way permit requirements and any and all associated costs will be the responsibility of the applicant and must be furnished before a plant extension project begins.

SPECIAL CONSTRUCTION

I. SPECIAL CONSTRUCTION CHARGES (Continued)

B. Regulations (Continued)

6. The customer will provide the Company upon request and without charge written permission for the placement of the Company's facilities on his property.
7. The customer is responsible for providing satisfactory entrance to the building and space for mounting any necessary network protection equipment.
8. The customer will provide adequate protection for Company equipment and/or facilities placed on his/her property. If adequate protection is not being provided by the customer to protect the Company's equipment, the customer will provide the Company, upon request and without charge, written permission for the placement of adequate protection. If the customer refuses to secure protection of the equipment placed on his/her property, the Company reserves the right to remove the jeopardized equipment.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

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SERVICE CHARGES

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

I. GENERAL PROVISIONS

Terminal equipment, inside wiring and communications systems may be connected at the customer's premises to telecommunications services furnished by the Company in accordance with the provisions of this Section.

A. Responsibility of the Customer

1. The customer shall be responsible for the installation, operation and maintenance of any terminal equipment, inside wiring, or communications systems according to the FCC rules and industry standards. No combinations of terminal equipment or communications systems shall require change in or alteration of the Company's equipment or services, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system. Upon notice from the Company that terminal equipment or communications systems are causing hazard, damage, malfunction or degradation of service, the customer shall make such changes as shall be necessary to correct the problem.
2. Service Charges
 - a. If a Company employee makes a repair visit to the customer's premises where the service difficulty may result from the use of terminal equipment, inside wiring or a communications system, the customer shall be responsible for payment of a Maintenance Service Charge as shown in Section 2 of this tariff.
 - b. If customer-provided premises wiring or communications systems fail acceptance tests monitored by, or participated in by the Company, as provided in Section 68.215 of the Federal Communications Commission's (FCC) Code, and/or if the wiring has been shown to be not in conformance with the information provided in the affidavit as specified in Section 68.215, and/or if the wiring has caused harm to the network, the customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

I. GENERAL PROVISIONS (Continued)

A. Responsibility of the Customer (Continued)

3. Electrical Power Requirements

- a. The customer shall provide all electrical power necessary for the operation of terminal equipment, communications systems and associated wiring to the point of interconnection with the telephone network.
- b. The customer will be responsible for providing a standard commercial grade 110 volts, 15-amp AC circuit power source at the service location. If the customer chooses to use a power supply other than a commercial-grade power supply, the alternate power supply must provide the standard voltage equivalent of the aforementioned commercial-grade power supply. The customer will be solely responsible for the installation, maintenance, repair, and continued proper operation of the power supply and associated equipment up to the interface point provided by the Company. All power sources must meet applicable federal, state and local codes. Company shall provide residential customers power back up options that will allow service to be maintained during a power outage according to the FCC rules.

4. Customers providing their own premises equipment shall reimburse the Company for the cost of damages or changes requested by the customer to facilities or equipment of the Company caused by the negligence or willful act of the customer or resulting from improper use of Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

I. GENERAL PROVISIONS (Continued)

B. Responsibility of the Company

1. The Company shall not be responsible for the installation, operation or maintenance of any terminal equipment, inside wiring or communications system. Telecommunications services are not represented as adapted to the use of terminal equipment or communications systems. Where terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company shall be limited to the furnishing of service components suitable for telecommunications services and to the design, maintenance and operation of service components in a manner proper for such services. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, or (2) the reception of signals by terminal equipment or communications systems, (3) address signaling where such signaling is performed by signaling equipment, or (4) the dilution of service quality when the customer operates the equipment outside the manufacturer's recommended operating parameters.
2. The Company will, at the customer's request, provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with telecommunications services.
3. The Company may make changes in its telecommunications services, equipment, operations or procedures, where such action is not inconsistent with part 68 of the FCC Rules. If such changes can be reasonably expected to render any customer's premises equipment incompatible with telecommunications services, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice, in writing, to allow the customer an opportunity to maintain uninterrupted service.

SERVICE CHARGES

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

I. GENERAL PROVISIONS (Continued)

C. Liability of the Company

1. The Company will not be held responsible for any loss or damage, nor for any impairment or failure of service, arising from or in connection with the use of customer-provided premises equipment and not caused solely by the negligence of the Company.
2. The Company will not be held liable for damages arising out of injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided premises equipment.

D. Violation of Regulations

When any premises equipment is used with telecommunications services in violation of any of the provisions in this Section, the Company will take such immediate action as necessary for the protection of the telecommunications network and its employees and will promptly notify the customer of the violation. The customer shall discontinue such use of the premises equipment or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use, to correct the violation or to give the required written confirmation to the Company within the allotted time shall result in suspension of the customer's service until such time as the customer complies with this provision of the tariff.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

II. CONNECTIONS OF REGISTERED EQUIPMENT

A. Connections Involving National Defense and Security

In certain cases, Part 68 of the FCC Rules permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:

1. the connection is required in the interest of national defense and security;
2. the equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or the Company's employees; and
3. the work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

III. CONNECTIONS OF EQUIPMENT NOT SUBJECT TO PART 68 OF THE FCC RULES

Terminal equipment and communications systems not registered nor grandfathered in accordance with Part 68 of the FCC Rules and Regulations may be connected to the network pursuant to the tariff provisions in effect prior to October 17, 1977, requiring the use of a network control signaling unit and connecting arrangement, or customer-provided protective circuitry registered in accordance with Part 68 of the FCC Rules and Regulations.

The terminal equipment and communications systems must comply with the minimum protection criteria set forth in Part 68 of the FCC Rules.

MISCELLANEOUS SERVICES

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MISCELLANEOUS SERVICES

I. CALLING FEATURES

A. General

1. Calling Features may not be available in all exchanges or with all services and therefore will only be provided in areas where proper facilities and service arrangements exist.
2. Depending on the Company's equipment available in certain areas, these services may function differently than described.

B. Feature Descriptions

1. Call Waiting: By means of a tone signal, a customer who is using his telephone is alerted when another caller is trying to reach that telephone number. This service permits putting the first call on hold so that a second call can be answered.
2. Call Forwarding: Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are to be transferred automatically. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the access line originating the call and the access line to which the call is transferred. Customers utilizing Call Forwarding service are responsible for the payment of charges for each toll call between his access line and the distant access line to which the call was transferred.
3. Three-Way Calling: By pressing the Flash key when on a call, get a second dial tone to place a second call. Press Flash again, and all three parties are conferenced together.
4. Speed Dialing: This allows customers to program up to thirty (30) frequently-called numbers accessible by pressing only one or two keys.
5. Calling Name and Number Delivery: Allows customer to view name and phone number of caller.

MISCELLANEOUS SERVICES

I. CALLING FEATURES (Continued)

B. Feature Descriptions (Continued)

6. Anonymous Call Rejection: Anonymous Call Rejection permits the customer to automatically reject calls from callers who have activated the anonymity feature that prevents the delivery of their number and/or name to the called party. Another term for Anonymous Call Rejection is "block the blocker". With Anonymous Call Rejection, the called party receives no alerting (ringing) for a call that has been rejected. Rejected calls are routed to a denial announcement. The denial announcement is a recorded message heard by a calling party when she or he has chosen to activate the anonymity feature prior to calling an Anonymous Call Rejection customer. The proposed recorded message is as follows: "We are sorry, the party you are trying to reach is not accepting calls from anonymous numbers. Please hang-up and call again without blocking your name and/or number, or place your call from a pay phone, cellular phone, or call the operator for assistance in completing the call. An additional charge may apply."
7. Call Block (Selective Call Rejection): Permits the customer to block an incoming call and/or calls from a maximum of thirty-one (31) specified telephone numbers. Call Block functions as a screening service for the customer. A customer may create, by dialing an activation code, the list of telephone numbers. In addition, if a customer receives an unwanted call from an unknown telephone number, the customer may block future calls from that unknown number by immediately dialing the Call Block activation code after the unwanted call is terminated.

The Company's equipment will review all incoming calls and block those calls from numbers that appear on the customer's list. Blocked telephone numbers are directed to a Company recorded announcement which advises the caller that the called party does not wish to receive the call.

Standard call completion will occur if a call originates from a central office that is not equipped for Enhanced Custom Calling functions.

8. Selective Call Acceptance: Permits a customer to select a maximum of thirty-one (31) specified telephone numbers within the customer's local calling scope, Extended Area Calling scope, or Long Distance Telecommunications network (where facilities permit) from which the customer is receiving calls. A customer may create, by dialing an activation code, the screening list of telephone numbers from which the customer is accepting calls.

The Company's equipment will screen incoming calls and will transmit calls to the customer only if the caller's number appears on the customer's screening list. When a call is placed to the customer from a number not on the screening list, the caller receives an announcement indicating that the called party does not wish to receive calls at this time.

MISCELLANEOUS SERVICES

I. CALLING FEATURES (Continued)

C. Rates and Charges

Unless otherwise indicated herein, the following rates and charges apply in addition to the established rates and charges for each local exchange access line or voice path with which these features are associated. Rates do not include charges for customer-premises equipment.

	<u>Monthly Rates</u> ⁽¹⁾⁽²⁾	
	<u>Residential</u>	<u>Business</u>
Speed Calling, Per Line		
8 Code Capacity	\$2.50	\$2.50
30 Code Capacity	\$3.30	\$3.30
Calling Name and Number Delivery	\$3.00	\$3.00
Anonymous Call Rejection	\$1.00	\$1.00
Selective Call Rejection	\$2.00	\$2.00
Selective Call Acceptance	\$2.00	\$2.00

(1) Installation Charge is \$5.00 per Custom Calling Feature order. If multiple Custom Calling Features are ordered simultaneously, Installation Charges will apply to the first feature only. Installation Charges will be waived if Custom Calling Feature(s) are ordered in conjunction with other services. Maximum Installation Charge is \$5.00.

(2) Service Order Charges outlined in Section 2 of this Tariff may apply for installation of Calling Features.

MISCELLANEOUS SERVICES

II. DIRECT INWARD DIALING (DID) NUMBER

A telephone number configured with the capability of being directly dialed from an external caller via traditional seven-digit or ten-digit dialing. DID Numbers may be included with service packages identified in Section 1. Additional 10 DID numbers may be purchased for \$10.00, per month.

III. CUSTOMER ORIGINATED CALL TRACE

Customer Originated Call Trace permits the customer to activate a trace of the last completed incoming call immediately after the call is terminated. Customer Originated Call Trace is billed per successful trace invoked by the customer. If the trace is successfully completed, the customer receives a success announcement. If a trace is successful, the Company's equipment will record the incoming call detail. If the call is interrupted by a Call Waiting call prior to the trace activation, the Call Waiting call is considered the last incoming call and would be the one traced. Call detail does not include recording of the telephone conversation.

The Company will not provide any call detail which results from a trace to the customer subscribing to Customer Originated Call Trace. The Company will provide the call detail of a successful trace only to appropriate law enforcement authorities when the Company receives a proper request. If a customer wishes that further action be taken regarding a successful trace, the customer is responsible to initiate contact with the appropriate law enforcement agencies who, in turn, should contact the Company's business office during normal business hours to obtain the specific records for that customer.

At its option, or upon receipt of a proper request from a law enforcement agency, the Company will set up a temporary tracing arrangement. This may occur when, in the judgement of the Company or law enforcement agency, the unwanted call(s) present a serious threat of bodily harm or destruction of property. In addition, when the customer is located in an exchange where Customer Originated Call Trace is not available or the unwanted calls originate from a central office that is not equipped for Enhanced Custom Calling functions or linked to appropriate facilities, manual Call Tracing may be invoked.

Customer Originated Call Trace is available for \$10.00 per successful trace.

MISCELLANEOUS SERVICES

IV. DISTANCE LEARNING DISCOUNT

Upon submission of an affidavit that complies with the requirements of the Public Utility Commission of Texas' Substantive Rule 26.141, an eligible educational institution or library may obtain discounts on any rate or service that is predominantly used for distance learning or information sharing purposes. The percentage discount as determined by the Commission's Rule, shall apply to any tariffed service or customer-specific contract that is ordered out of this Telecommunications Tariff or any tariff that the Company concurs or otherwise participates in.

V. EDUCATIONAL PERCENTAGE DISCOUNT RATES (E-RATES)

School, library or consortia are eligible for application of the Federal Communication Commission's Educational Percentage Discount Rates (E-Rates) for the Company's services pursuant to 47 C.F.R. Part 54. To receive these discounts, a school, library or consortia must meet the Federal requirements, and the discounts must be applied to existing contracts as specified by the Federal Communications Commission's requirements or to services resulting from contracts pursuant to the Company's participation in the Federal bidding process.

VI. 811 DIALING SERVICE

A. General

811 Service is a three-digit abbreviated local dialing arrangement that allows local exchange end-users to reach the provider(s) of the state's One Call Notification system (811 Customer). 811 Service is used by the One Call Notification system to provide advance notice of excavation activities to underground facility operators pursuant to Federal Communications Commission's Sixth Report and Order (FCC 05-59) in CC Docket 92-105.

811 Service determines the central office serving the calling party, converts the dialed digits to a Customer provided designated Routing Telephone Number (RTN) and routes the call over the public switched telephone network utilizing Advanced Intelligent Network platforms and features.

MISCELLANEOUS SERVICES

VI. 811 DIALING SERVICE (Continued)

B. Regulations

In addition to the following rules and regulations, the Rules and Regulations in Section 7 of the Company's Telecommunications Tariff shall also apply.

1. 811 Service is offered subject to the availability of facilities.
2. There can be only one 811 Customer for each stand-alone, host, or remote central office NPA-NXX serving area. The Company will route calls based on the serving central office.
3. The Customer provided designated RTN must be a toll-free number to ensure that toll charges are not incurred by the end-user.
4. 811 Service can be accessed only by end-users who subscribe to the Company's local exchange service, and by end-users who obtain service from an entity that utilizes the Company's local switching to provide dial tone service to its end-users.
5. 811 Service will not complete calls dialed using 1+, 0+, 0-operator assisted, 101XXXX, or inmate calls. 811 calls are not permitted where local calling is restricted.
6. The Customer is responsible for informing all local exchange service providers operating within its designated geographical area of any call centers it establishes. Any change to the terminating number(s) is the customer's responsibility. A 60-day written notice is required for any planned number change to ensure that timely number translations occur at each Central Office.
7. 811 Service does not include operator assisted calls, and will only be available to PBX and Key switching system when those systems have been correctly programmed. The Company does not undertake to perform nor shall it be responsible for such programming.
8. Caller ID information from the originating number is not provided to the 811 Customer on a real-time basis.

MISCELLANEOUS SERVICES

VI. 811 DIALING SERVICE (Continued)

B. Regulations (Continued)

9. The Company will make every effort to route 811 calls to the appropriate call center(s); however, it will not be held responsible for routing mistakes and errors, interruptions of service, or intervening Acts of God that interfere with telephone service and/or with routing. The Company's obligation under 811 applies solely to the transmission of the call and ends upon call completion to the Customer-provided designated RTN. The Company reserves the right to discontinue the service, if interruption of 811 is necessary to prevent or protect against fraud or otherwise protect Company personnel, facilities or services.
10. 811 Service is provided solely for the benefit of the Customer. The provision of such service shall not be interpreted, construed, or regarded as being for the benefit of or creating any obligation toward, or any right of action on behalf of, any third person or other legal entity, including end users of the Company or any providers of telecommunications service.

C. Explanation of Terms

811 Customer: The entity providing, with appropriate state authority, the excavation notice service under Texas Statutes, Chapter 251 of the Utilities Code.

Calling Party: The end user In a Company Exchange placing an 811 call.

Terminating Number: The local or toll free number subscribed to by the 811 Customer.

D. 811 Service Rates and Charges

The Company reserves the right to revise this tariff at a later date if charges are deemed appropriate or, if network rearrangements made by the Company or at customer request in the future require the Company to incur additional costs.

MISCELLANEOUS SERVICES

VII. TOLL RESTRICTION SERVICE

A. General

1. Toll Restriction Service provides for the denial of access to the Long Distance Telecommunications Network by the Local Exchange Service user while permitting the user to dial local service area calls including local Directory Assistance and 9-1-1 Emergency Services. This feature allows the user access to toll free numbers such as 1-800 or 1-888 but restricts access to operator services. For user-initiated Toll Restriction with PIN override access, please see Subscriber Activated Call Blocking in Subsection II, Calling Features.
2. Toll Restriction Service requires special facilities and will be furnished only where such facilities are available.

B. Rules and Regulations

1. The customer accepts full responsibility for the denial of access to the Long Distance Message Toll Network, and for the acceptance of any incoming "collect" long distance messages. The Company is free and harmless from any and all liabilities and/or damages which may be alleged or incurred by such denial or acceptance.
2. The customer is required to post a notice at the location of any instrument available to the public that is associated with Toll Restriction Service notifying users that only local calls may be dialed.

C. Rates and Charges

There is no monthly charge for Toll Restriction Service. If Toll Restriction Service is installed at the same time initial service is installed, no nonrecurring charges apply. Otherwise, a \$10.00 nonrecurring charge applies for residential customers, and a \$15.00 nonrecurring charge applies for business customers.

RULES AND REGULATIONS

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RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

I. APPLICATION OF TARIFF

The rules and regulations contained in this Section apply to the services and facilities provided by the Company in the State of Texas. These rules and regulations are in addition to those contained in other Company tariffs or applicable end user agreements or Rates, Terms and Conditions documents. When services and facilities are provided in part by the Company and in part by other connecting companies, the regulations of the Company apply to the portion of the services or facilities furnished by the Company. Failure on the part of the customer to observe these rules and regulations after due notice of such failure, automatically gives the Company the right to discontinue service to that customer.

The regulations covering the connection of equipment, accessories or facilities provided and maintained by the customer are contained in other sections of this tariff.

- A. In the event of a conflict between any rate, rule, regulation or provision contained in this tariff and any rate, rule, regulation or provision contained in the tariffs of companies' in which the Company concurs, the rate, rule, regulation or provision contained in this tariff shall prevail.
- B. This Tariff cancels and supersedes all other tariffs of the Company issued and effective prior to the effective date shown on the individual sheets of this tariff.
- C. Should there be any conflict between this tariff and the Rules and Regulations of the Public Utility Commission of Texas (the Commission), the Commission's rules shall apply unless otherwise established by the courts.

II. AVAILABILITY OF FACILITIES

The Company's obligation to furnish, or continue to furnish, telecommunications service is dependent upon its ability to obtain, retain, and maintain, without unreasonable expense, suitable rights-of-way and facilities, and to provide for the installation of those facilities required to furnish and maintain that service.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION

This part of the Rules and Regulations Section of the tariff provides information to telephone consumers about: resolving disputes with the Company, applying for service, the classification of business and residential rates, deposits, billing, refusal of service, disconnection of service and cancellation of service. Please refer to the Public Utility Commission of Texas' Substantive Rules for additional details concerning these provisions. A complete copy of the Substantive Rules will be available for review upon request.

A. Resolution of Disputes

A customer may file a complaint, by letter or by telephone, with the Company and within twenty-one (21) days, the Company will investigate and advise the customer of its response. Complaints forwarded to the Company by the Public Utility Commission (PUC) will be investigated and responded to in writing to the PUC within 21 days of receipt.

In addition, any customer or applicant for service who is not satisfied with the Company's response to a complaint against any Company action or determination under the Commission's customer service rules shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately after a customer requests one, the Company shall arrange a review at the earliest possible date. Service shall not be disconnected pending completion of the review, but if the customer chooses not to participate in the review or fails to make arrangements for a review to take place within five days after requesting it, the Company may disconnect service provided notice has been issued under standard disconnect procedures. Any customer who is dissatisfied with the Company's review shall be informed of his right to file a complaint and/or request a hearing before the appropriate municipal regulatory body or the Public Utility Commission of Texas, whichever is applicable. The results of the supervisory review must be provided in writing to the customer within ten (10) days of the review, if requested.

B. Application for Service

Application for service, or requests from customers for additional service or changes in the grade or class of service become contracts when received by the Company and are subject to the minimum contract term of one month unless specified otherwise. The Company reserves the right to require application for service to be made in writing on forms supplied by it.

Any general change in rates, rules or regulations modifies the terms of the contract to the extent of such change without further notice. However, if rates are increased, the customer may cancel his contract upon reasonable written notice and upon payment for all service and any contractual liability.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

C. Refusal of Service

1. Compliance by Applicant

The Company may decline to serve an applicant with basic local telecommunications service for:

- a. the applicant's failure to comply with all applicable federal, state and municipal regulations; or
- b. any other reason that does not violate applicable federal, state, or municipal statutes, rules or regulations.
- c. if Company does not have facilities to the customer premise.

2. Applicant's Recourse

In the event that the Company refuses to serve an applicant under the provisions of these rules, the Company must inform the applicant:

- a. of the basis of its refusal and that the applicant may file a complaint with the Public Utility Commission of Texas;
- b. that the applicant will be eligible for service if the applicant remedies the reason(s) for refusal and complies with the Company's terms and conditions for service; and
- c. that the applicant may request a supervisory review by the Company or may file a complaint with the Public Utility Commission of Texas.

3. Insufficient Grounds for Refusal to Serve

The Company shall not refuse service to a present customer or applicant because of:

- a. delinquency in payment for service by a previous occupant of the premises to be served;
- b. failure to pay for any charges not included in the Company's tariffs;
- c. failure to pay a bill that includes more than six months of underbilling unless the underbilling is a result of theft of service;

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

C. Refusal of Service (Continued)

3. Insufficient Grounds for Refusal to Serve (Continued)

The Company shall not refuse service to a present customer or applicant because of:
(Continued)

- d. failure to pay a bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a telephone bill; and
- e. failure of a residential applicant to pay for any charges other than for local telecommunications service except for long distance charges incurred after toll blocking was imposed.

D. Application of Business or Residence Rates

1. Business rates apply at the following locations:

- a. in offices, stores, factories, and all other places of a strictly business nature;
- b. in boarding houses (except as noted below), offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs, or lodges, public, private or parochial schools, colleges, hospitals, libraries, churches, and other similar institutions, except in churches and lodges as specified below;
- c. at residence locations when the customer has no regular business telephone, and the use of the service either by himself, members of his household or his guests, or parties calling him can be considered as more of a business than a residential nature. This fact might be indicated by some form of advertising, or when such business use is not typically characteristic of residential telephone usage and occurs during times when, in compliance with the law or established custom, business places are ordinarily closed;

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

D. Application of Business or Residence Rates (Continued)

1. Business rates apply at the following locations: (Continued)
 - d. at a residence where an office is maintained within the premises or where an office, shop or other place of business is adjacent to the residential premises with a connecting door or other opening between the two, or where the residence serves as a headquarters for a commercial, institutional or professional pursuit;
 - e. in college fraternity houses where the members lodge within the house;
 - f. at any location where the location and expected usage of telephone service at that location are indicative of a business, trade or profession; and/or
2. Residence rates apply at the following locations:
 - a. in a private residence where business listings are not provided;
 - b. in private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use and which are not advertised as a place of business;
 - c. in the place of residence of a clergyman, physician, nurse or other medical practitioner, provided the office is located in their residence and is not a part of an office building. In any such cases, the listing may indicate the customer's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply;
 - d. in a private stable or garage when strictly a part of a domestic establishment;
 - e. in churches where the service is not accessible for public use as in a clergyman's study; and/or
 - f. in fire department dormitories or sleeping quarters where the telephone number is not published, and the telephone is not available for use by the general public.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

E. Advance Payments and Deposits

When making application for service, the applicant may be required to pay, at the time the application is accepted, service connection charges, if applicable, and the first month's charges for local service, or a deposit.

Customers who are required to provide an initial deposit in order to receive service will be provided information about the terms and conditions related to the deposit and refunds. Establishment of credit or payment of a deposit shall not relieve the customer from complying with rules for prompt payment of bills. The Company shall safeguard Customer credit and deposit information in accordance with applicable state and federal regulations.

1. Credit Worthiness - Credit worthiness established by spouses during the last twelve (12) months of shared service shall be applied equally for twelve (12) months immediately following divorce to a spouse or former spouse who shared the service. Credit history maintained by one must be applied equally to the other without modification and without additional qualifications not required of the other.
2. Initial Deposit - The required deposit shall not exceed an amount equivalent to one-sixth (1/6) of the estimated annual billings. The estimate of billings for residential customers and applicants may include only charges in the Company tariffs and estimated billings from long distance charges only where the Company bills those charges to the customer. Customers who are required to provide an initial deposit in order to receive service will be provided a copy of the brochure, "Your Rights as a Customer", which includes information about deposits.
3. Interest on Deposits - The Company shall pay interest on deposits kept more than thirty days. The interest shall be paid as established by the Commission on an annual basis in accordance with statutory requirements.
 - a. Payment of the interest to the customer shall be annually if requested by the customer or at the time the deposit is returned or credited to the customer's account.
 - b. The deposit shall earn interest from the date paid and shall cease to draw interest on the date it is returned or credited to the customer's account.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

E. Advance Payments and Deposits (Continued)

4. Refund of Deposit

- a. If service is not connected or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished.
- b. If service is disconnected, and the Customer deposit has been retained, the Company shall apply the deposit amount to any local telecommunications service charges due prior to issuing any refunds.
- c. The Company shall refund the deposit and interest when the Customer has met the Company's refund criteria.

F. Billing and Payment for Service

1. The customer is responsible for payment of all charges for services furnished, including charges for service originated or accepted at his access line. In addition, the customer is responsible for any charges which may be applicable to a guarantee of deposit.
2. In the event of a dispute between a customer and the Company over any bill for utility service, the Company shall make an appropriate investigation and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the Public Utility Commission's complaint procedures.
3. The customer shall pay all charges for monthly service in advance. Payment is due on or before the due date which is sixteen (16) days after issuance of the bill. The postmark, if any, on the envelope of the bill, or the issuance date on the bill, if there is no postmark on the envelope, shall constitute proof of the date of issuance. If the bill is not paid by the due date, the Company may discontinue service ten (10) days after written notice has been sent to the customer in accordance with the Public Utility Commission's Substantive Rules.
4. If a customer contacts the Company and expresses an inability to pay all of his or her bill or is otherwise in need of payment assistance, the Company will inform the Customer of any alternative payment arrangements available.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Billing and Payment for Service (Continued)

5. Delinquent bills may be subject to late charges or penalties, except that the Company shall not assess a late payment charge or penalty on any service provided to a state or government agency.
6. Adjustment of Charges - If billings for telephone service are found to differ from the Company's lawful rates for the services purchased by the customer, the Company shall calculate a billing adjustment. If the customer was overcharged, the Company will refund all overcharges.

If the customer was undercharged, the Company may back bill the customer for a period not to exceed six (6) months from the date the error was discovered, unless the underbilling is a result of theft of service. Service may not be disconnected, except in cases of theft of service, for charges incurred six months prior to the date the Company initially notifies the customer of the amount of undercharge and the total additional amount that will be due. If the underbilling is \$50.00 or more, the Company shall offer such customer a deferred payment plan option, for the same length of time as that of the underbilling, except for theft of service.

Overbillings that are not adjusted by the Company within three billing cycles of the bill in error shall accrue interest from the date of payment unless the utility chooses to provide interest to all of its affected customers from the date of the bill in error. The interest rate shall be established annually by the Commission in December for the following year in accordance with the Public Utility Commission's Substantive Rules.

7. Partial Payments

Upon receiving a partial payment from a residential customer, the Company will allocate payment first to basic local telephone service. Basic local service, if combined into a bundled package and subscribed to by a customer, will be charged the stand-alone rate according to Company tariffs.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Billing and Payment for Service (Continued)

8. Company-Initiated Toll Blocking

The Company will block a residential customer's access to long distance services at the request and expense of a long distance carrier due to the nonpayment of long distance charges. The charge to the long distance carrier will be not more than \$10.00 for one-time installation and will be not more than \$1.50 per month.

Where technically capable, the Company will provide toll blocking to allow the residential customer access to toll-free numbers. The Company will not apply toll blocking in an unreasonably preferential, prejudicial, or discriminatory manner. The Company will notify the customer within 24 hours of initiating toll block.

G. Notice to Governmental Entities Regarding Texas Prompt Payment Act

Non-residential customers who are governmental entities under the Texas Prompt Payment Act (TPPA), Chapter 2251 Title 10 General Government, Texas Government Code Annotated, are responsible for notifying the Company of their status. TPPA provisions apply to these customers with regard to overdue payment, interest due on overdue payment and certain exceptions as specified in the statute.

H. Discontinuance of Service

1. Discontinuance with notice.

Proper notice consists of a separate mailing or hand delivery at least ten (10) days prior to the stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. If mailed, the cutoff day may not fall on a holiday or weekend but on the next work day after the tenth day.

Notices for residential customers will indicate the specific amount owed for tariffed local telephone services for which payment is required in order to maintain basic local telephone service.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

H. Discontinuance of Service (Continued)

1. Discontinuance with notice. (Continued)

Telephone service may be disconnected after proper notice for any of the following reasons:

- a. failure to pay a delinquent account for telephone service or failure to comply with the terms of a deferred payment agreement;
- b. violations of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or relating to the operation of nonstandard provided equipment, if a reasonable attempt has been made to notify the customer, and the customer has been afforded a reasonable opportunity to remedy the situation;
- c. failure to pay charges arising from an underbilling or comply with the Company's deposit or guarantee arrangements;
- d. failure to pay a bill for charges that are in the Company's tariffs, including long distance charges for nonresidential customers only where the Company bills those charges to the customer pursuant to Company tariffs, or make deferred payment arrangements by the date of suspension or disconnection; and/or
- e. avoidance of toll blocking by incurring long distance charges after toll blocking was implemented by the Company due to nonpayment of long distance charges.

2. Telephone service may be disconnected without notice under either of the following conditions:

- a. a known dangerous condition exists; or
- b. service is connected without authority by a person who has not applied for service or who has reconnected service without authority or service was reconnected after termination for nonpayment; or
- c. instances of tampering with Company equipment, evidence of theft of service, or other acts to defraud the Company.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

H. Discontinuance of Service (Continued)

3. The Company may not disconnect service for any of the following reasons or under the following circumstances:

- a. failure to pay for any charges not included in the Company's tariffs;
- b. failure to pay for a different type or class of telephone service unless charges were included on the bill at the time service was initiated;
- c. failure to pay the account of another customer as guarantor thereof, unless the Company has in writing the guarantee as a condition precedent to service;
- d. failure to pay charges arising from an underbilling resulting from any misapplication of rates more than six months prior to the current billing, except for theft of service;
- e. failure to pay disputed or unauthorized charges until a determination is made on the accuracy of the charges;
- f. failure of a residential customer to pay long distance charges except long distance charges incurred after toll blocking was implemented; or
- g. on a day, or on a day immediately preceding a day, when Company personnel are not available to the public for the purpose of making collections and reconnecting service, unless a dangerous condition exists, or unless the customer requests disconnection on a holiday or weekend.

4. Disconnection due to abandonment.

The Company may not abandon a customer or a certificated service area without written notice to its customers therein and all similar neighboring companies, and without approval from the Commission.

5. Collection costs.

The customer is responsible for all collection costs, including attorney's fees, incurred by the Company as a result of any breach of contract by the customer.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

H. Discontinuance of Service (Continued)

6. Disputes.

In the event of a dispute between a customer and the Company, the Company shall not disconnect service pending completion of a supervisory review of the dispute as provided above.

I. Cancellation of Application for Basic Service

When the customer cancels an application for service prior to the start of installation of service, service charges and/or cancellation charges may apply. Where special construction has been started prior to the cancellation, the Customer may be responsible for the cost incurred in the special construction. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection with the installation which would not otherwise have been incurred.

J. Termination of Service

The customer may terminate service prior to the expiration of the initial contract period after giving notice to the Company, and after payment of applicable termination charges, in addition to all charges due for service which has been furnished.

IV. USE OF SERVICE AND FACILITIES

A. Use of Service

1. Local exchange telephone service is furnished only for use by the customer, his family, employees or business associates, or persons residing in the customer's household, except as the use of customer service may be extended to guests of a Hotel-Motel. The Company has the right to refuse to install customer service or to permit such service to remain on the premises of a public character, when the service is so located that the public in general or patrons of the customer may make use of the service. At such locations, however, customer service may be installed, provided the service is so located that it is not accessible for public use.
2. The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with his usage, or that of any of his authorized users.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

A. Use of Service (Continued)

3. Local service may not be resold or used to provide access to resold or shared customer premises equipment.
4. Transmitting Messages - The Company does not transmit messages but offers the use of its facilities for communications between its customers.
5. Use of Lines of Other Companies - When suitable arrangements can be made, lines of other telephone companies may be used in establishing connections to points not reached by the Company's lines. In establishing connections with the lines of other companies, the Company is not responsible or liable for any action of the connecting company.
6. Unauthorized Attachments or Connections - No equipment, accessory, apparatus, circuit or device shall be attached to or connected with Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his premises because of the use of such attachments or connections.
7. Except as otherwise provided in this Tariff, nothing herein shall be construed to permit the use of a device to interconnect any Company-owned line or channel with any other communications line or channel of the Company or of any other person.
8. Use of Automatic Dial Announcing Devices (ADADs)

A Customer who operates an ADAD to make a telephone call in which the device plays a recorded message when a connection is completed to the called party's telephone number must comply with all state and federal rules and regulations regarding use of such device

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

B. Obligations of Customers

1. Alterations - The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's facilities, and the customer agrees to pay the Company's current costs for such changes.
2. Use of Commercial Power - Unless specifically provided otherwise in this tariff, when commercial power is used for the operation of customer provided premises equipment, the customer provides the necessary power wiring, power outlets and commercial power and assumes all responsibility for the safe condition of the power wiring, power outlets and commercial power.

C. Rights of the Company

1. Work Performed on an Overtime Basis - The charges specified in this Tariff do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies.
2. Work Interruption - The charges specified in this Tariff do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.
3. Ownership - Any facilities on the customer's premises furnished by the Company shall be and remain the property of the Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, terminating, inspecting, maintaining or repairing service, and making collections from pay telephones.
4. Impairment of Telephone Service - When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, the Company shall have the right to require the customer to contract with the Company for such additional facilities as may be necessary in the Company's judgment to remove the cause of said impairment, or if the customer refuses this requirement or will not remedy the situation, to discontinue service completely.
5. Abandonment of Telephone Service - The Company may discontinue service which has been abandoned.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

C. Rights of the Company (Continued)

6. Abuse of Telephone Service - After giving the customer a reasonable opportunity to remedy the situation and after giving proper notice, the Company may discontinue service which is used:
 - a. in such a way that interferes with the service of other telephone users;
 - b. for any purpose, other than as a means of communication;
 - c. to communicate profane or obscene language;
 - d. for a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another;
 - e. in any fraudulent or unlawful manner;
 - f. in a manner which violates any of the Company's lawful regulations; or
 - g. to obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call.

7. Telephone Numbers - The Company reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by the Company.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

D. Liability of the Company

1. Given the customer's exclusive control of his communications over Company-provided facilities, and of the other uses for which Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.
2. The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's control, subject to the interruption allowance provisions by this tariff.
3. Defacement of Premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the sole negligence of the Company or its employees.
4. Errors - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.
5. Interruptions of Service - In the event a customer's service is interrupted by other than the negligence or willful act of the customer, and it remains out of order for twenty-four (24) hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. No allowance for interruption of service will be made for any period in which such service interruption is caused by malfunction or failure of customer-owned equipment.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

D. Liability of the Company (Continued)

6. Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, the customer indemnifies and holds harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from:
- a. the use, placement or presence of the Company's facilities on the customer's premises;
 - b. the use of customer-provided premises equipment, voltages or currents transmitted over the Company's facilities caused by customer-provided premises equipment; or
 - c. disruptions in E911 Service caused by equipment failures, power outages, network outages, service disconnection or other failure of the E911 Service or E911 network itself.

Further, the customer indemnifies and holds harmless the Company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the Company's facilities or the use thereof by the customer; against claims for infringement of patents arising from, combining with, or using in connection with, facilities furnished by the Company and apparatus, equipment, and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

D. Liability of the Company (Continued)

7. Liability

- a. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring during provision of telephone service, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer or authorized user, or joint user, or which arise from the use of customer-provided premises equipment shall not result in the imposition of any liability whatsoever upon the Company.
- b. With respect to IP-provisioned E911, the Company will not be liable for any losses incurred directly or indirectly as a result of service outage and/or inability to dial 911 using Customer's services or inability to access emergency service personnel for any reason, including but not limited to the 911 characteristics and limitations set forth in this Tariff and/or the characteristics, limitations, and/or failure of the 911 network itself.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

V. TEXAS UNIVERSAL SERVICE FUND (TUSF) SURCHARGE

- A.** The purpose of the Texas Universal Service Fund (TUSF) is to implement a competitively neutral mechanism that enables all residents of Texas to obtain basic telecommunications services. Because targeted financial support may be needed in order to provide and price basic telecommunications services in a manner to allow accessibility by consumers, the TUSF will assist local exchange companies (LECs) in providing these services at reasonable rates in high cost rural areas. In addition, the TUSF will reimburse the following entities: qualifying local exchange companies for revenues lost as a result of providing Lifeline and Link-Up America services to qualifying low-income consumers under the Public Utility Regulatory Act; telecommunications carriers providing statewide telecommunications relay service; qualified vendors providing specialized telecommunications device distribution service for the hearing-impaired and speech-impaired; and the Texas Department of Human Services, the Texas Department for the Deaf and Hard of Hearing, the Texas Universal Service Fund administrator, and the Public Utility Commission for the costs incurred in implementing the provisions of the Public Utility Regulatory Act, Chapter 56 (relating to Telecommunications Assistance and the Universal Service Fund.)
- B.** The TUSF Surcharge is for recovery of the Company's TUSF assessment. The Company's TUSF Surcharge amount is determined by applying the TUSF assessment rate, as determined by the Commission, to actual rates for services that are considered "intrastate telecommunications services receipts," as that term has been defined by the Commission.
- C.** The TUSF Surcharge will be identified on the retail customer's bill as the "Texas Universal Service." Charges for all eligible intrastate taxable telecommunications services receipts on a retail customer's bill, excluding Lifeline and Link-Up America services, will be assessed a TUSF surcharge based on the TUSF assessment rate approved by the Public Utility Commission of Texas.

GLOSSARY OF TERMS

The definitions specified herein apply to the intrastate service and facilities furnished by Comcell, Inc. in the State of Texas. These tariff definitions cancel and supersede all other tariff definitions of the Company issued or effective prior to the approval date of this tariff. To the extent a particular term is not defined herein, the Company shall defer to the definition supplied by the Public Utility Commission of Texas in Chapter 26, Substantive Rules Applicable to Telecommunications Service Providers.

ACCESS LINE

A voice-grade communications channel which provides access to the telephone network for local and long distance telephone services. See also Local Line.

AIR LINE MEASUREMENT

The shortest distance between two points.

ANCILLARY DEVICES

All terminal equipment except telephone instruments, PBX-PABX systems, key systems and data services.

ANSWERING EQUIPMENT

Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

APPLICANT

Any person, partnership, cooperative corporation, corporation, or any combination thereof requesting affirmative service or action from the Company.

AUTHORIZED PROTECTIVE CONNECTING MODULE

A protective unit approved by the Company which is manufactured in accordance with the design set forth in Part 68 of the Federal Communications Commission's Rules and Regulations.

AUTHORIZED USER

A person, firm or corporation (other than the customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the tariff and (1), on whose premises a station of the private line service is located or (2), who receives from or sends to the customer over such private line or channel communications relating solely to the business of the customer.

AUTOMATIC DIAL ANNOUNCING DEVICE (ADAD)

Any automated equipment used for telephone solicitation or collection that: (A) is capable of storing numbers to be called, or has a random or sequential number generator capable of producing numbers to be called; and (B) alone or in conjunction with other equipment, can convey a prerecorded or synthesized voice message to the number called without the use of a live operator.

AUTOMATIC LOCATION IDENTIFICATION (ALI)

The automatic display at a public safety answering point of a caller's telephone number, the address/location of the telephone number, and supplementary emergency services information for the location from which a call originates.

GLOSSARY OF TERMS

AUTOMATIC NUMBER IDENTIFICATION (ANI)

The telephone number associated with an access line, connection, or station from which a call originates that is automatically transmitted by the local switching system to an interexchange or other communications carrier or to the operator of a 9-1-1 system.

BASIC LOCAL TELECOMMUNICATIONS SERVICE

Flat rate residential and business local exchange telephone service, including primary directory listings; tone dialing service; access to operator services; access to directory assistance services; access to 911 service where provided by a local authority or dual party relay service; the ability to report service problems seven days a week; lifeline services; and any other service the commission, after a hearing, determines should be included in basic local telecommunications service.

BIT RATE

The rate at which data bits are transmitted over a communications path, normally expressed in bits per second.

BUILDING (Same)

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the wires or cables of the Company can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

BUSINESS SERVICE

Telecommunications service furnished to customers where use is of a business, professional or occupational nature.

CALL

An attempted communication, whether completed or not.

CALLING AREA

See Local Service Area.

CANCELLATION CHARGES

A charge applicable under certain conditions when application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before contract period is completed.

CENTRAL OFFICE

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

GLOSSARY OF TERMS

CENTRAL OFFICE AREA

The area within which the customer's lines are connected to the central office operating unit, or units, established by the Company.

CENTRAL OFFICE BUILDING

A building or portion of a building containing one or more central offices. There may be more than one central office building in an exchange, and one central office building may serve more than one exchange.

CENTRAL OFFICE LINE

See Access Line.

CHANNEL

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, by wire, fiber, radio or a combination thereof; and, provided by use of a single physical facility or route.

CLASS OF SERVICE

A description of telecommunications service furnished a customer which denotes such characteristics as nature of use (business or residence) or type of rate (flat or message rate).

COMMISSION

The Public Utility Commission of Texas.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable, when not connected to exchange telecommunication service, of 2-way communication.

COMPANY

As used in this tariff, Company is synonymous with Comcell, Inc.

CONDUIT

A tubular runway for cable facilities.

CONNECTING COMPANY

A corporation, cooperative, association, partnership or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

CONNECTION

Denotes the establishment of telephone service. A move of existing service to a different premise requires a connection.

CONNECTION CHARGE

See Service Charge.

GLOSSARY OF TERMS

CONSTRUCTION CHARGE

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the local exchange tariff.

CONTINUOUS PROPERTY

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

CONTRACT

The service agreement between a customer and the Company under which service and facilities for communication between specified locations for designated periods and for the use of the customer and the authorized users specifically named are furnished in accordance with the provisions of this tariff.

CONTRACT PERIOD

The length of time for which a customer is responsible for the charges associated with the services, facilities, and equipment under contract.

COST OR COST BASIS

Cost of equipment and materials provided or used plus the cost of installation including engineering, labor, supervision, transportation, right-of-way and other items which are chargeable. This also denotes the actual expense incurred by the Company relating to the call-out of Company personnel.

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this tariff and responsible for the payment of charges and compliance with the rules and regulations of the Company.

CUSTOMER PREMISES INSIDE WIRE

All wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premises Inside Wire is located on the customer's side of the Company's premises protector. By definition, Customer Premises Inside Wire excludes riser and buried cable.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring, provided by a customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

GLOSSARY OF TERMS

CUSTOMER TROUBLE REPORT

Any oral or written report from a customer or user of telecommunications service received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities. One report shall be counted for each oral or written report received even though it may duplicate each telephone reported in trouble when several items are reported by one customer at the same time, unless the group of troubles so reported is clearly related to a common cause.

DATA JACK

A wall-mounted or desk-mounted connector for connecting to data cabling in a building.

DEMARCATION POINT

The point of interconnection between Company communications facilities and the terminal equipment, protective apparatus or wiring at a subscriber's premises. The Demarcation Point is located on the customer's side of the Company's protector or equivalent, where a protector is not used, and consists of a modular jack or equivalent.

DIRECT BURIAL

The installation of cables or conductors directly in the earth and not in conduit or duct.

DIRECT CONNECTION

Connection of terminal equipment to the Company's exchange facilities by means other than acoustic and/or inductive coupling.

DIRECT ELECTRICAL CONNECTION

A physical connection of the electrical conductors in the communication path.

DIRECTORY

A book which alphabetically lists each telephone customer with his/her address and telephone number.

DIRECTORY ASSISTANCE SERVICE

A service provided to assist customers in obtaining telephone numbers which are or are not listed in the directory.

DIRECTORY LISTING

The publication of the Company's directory and/or directory assistance records, of information relative to a customer's telephone number, by which telephone users are able to ascertain the call number of a desired station.

DISCONNECT NOTICE

The written notice sent to a customer following billing, notifying the customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

DISCONNECTION OF SERVICE

An arrangement made at the request of the customer or initiated by the Company for violation of tariff regulations by the customer, for a permanent interruption of telephone service. A "final" bill would be rendered showing moneys owed to the Company as of the date the service was disconnected.

GLOSSARY OF TERMS

DROP WIRE

Wires used to connect the aerial, buried or underground distribution facilities to the point where connection is made with a customer's premises.

E911 or E9-1-1

9-1-1 service that is capable of providing automatic number identification, automatic location identification, selective routing, and selective transfer.

EXCHANGE

A unit established by the Company for the administration of telecommunications service in a specified area for which a separate local rate schedule is provided. The area usually embraces a city, town, or village and its environs. It consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

EXCHANGE AREA

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

EXCHANGE LINE

Any circuit connecting an exchange access line with a central office.

EXCHANGE SERVICE

Exchange service is a general term describing as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the Local Exchange Tariff.

- (a) Flat-Rate Service: A classification of exchange service furnished a customer under tariff provisions, for which a stipulated charge is made, regardless of the amount of use.
- (b) Individual Line Service: A classification of exchange service which provides that only one exchange access line shall be served by the circuit connected.

EXCHANGE SERVICE AREA

See Exchange Area.

FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Public Utility Commission of Texas.

FAMILY

A group of two or more persons related by blood, marriage or adoption and residing together. A primary family consists of the head of a household and all (one or more) other persons in the household related to the head. A secondary family comprises two or more persons such as guests, lodgers, or resident employees and their relatives, living in a household or quasi-household (other than the negligible number or such groups among inmates or institutions) and related to each other.

GLOSSARY OF TERMS

FLAT-RATE SERVICE

A classification of exchange service furnished a customer under tariff provisions for which a stipulated charge is made regardless of the amount of use.

GENERAL EXCHANGE SERVICES

Services furnished by the Company connected to or associated with primary Local Exchange

HARM

Electrical hazards to Company personnel, damage to Company equipment, malfunctions of Company billing equipment, and degradation of service to persons other than the user as well as the calling or called party.

HOUSEHOLD

A Household comprises all persons who occupy a dwelling unit, that is, a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A Household includes the related persons (the head of the household and others in the dwelling unit who are related to the head) and also the lodgers and employees, if any, who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a Household.

IDENTIFICATION NUMBER

An identifying number of a particular model of "Conforming Device" attested by a manufacturer or supplier to comply with the standards and procedures set forth in the Federal Communications Commission's Part 68.

INDIVIDUAL LINE SERVICE

A classification of exchange service furnished under tariff provisions which provides that only one exchange access line shall be served by the circuit connected.

INITIAL NONRECURRING CHARGE (I.N.C.)

A nonrecurring charge made for the furnishing of telephone services, which may apply in addition to service connection charges.

INITIAL SERVICE PERIOD

The minimum period of time for which service is provided.

INSTALLATION CHARGE

A nonrecurring charge associated with optional service features and may sometimes be called an "initial" charge, and may apply in addition to Service Connection Charges.

INTEREXCHANGE PRIVATE LINE

A communication path between two or more exchanges, and not connected for exchange telephone service.

GLOSSARY OF TERMS

INTERFACE

- (a) The junction or point of interconnection between two systems or equipment having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.
- (b) The point of interconnection between Company equipment and communications facilities on the premises of the Customer. Also referred to as Demarcation Point.

INTERFACE EQUIPMENT

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by other than the Company.

INTERLATA

Long Distance Message Telecommunications Service where point locations are in a different Local Access and Transport Area (LATA).

INTERNET PROTOCOL (IP)

A data communication protocol used in communicating data from one computer to another on the Internet or other networks.

INTERNET PROTOCOL ENABLED SERVICE

A service, capability, functionality, or application that uses Internet Protocol or a successor protocol to allow an end user to send or receive a data, video, or voice communication in Internet Protocol or a successor protocol.

INTRALATA

Long Distance Message Telecommunications Service where service point locations are within the same Local Access and Transport Area (LATA).

INTRAEXCHANGE CHANNEL SERVICE

Channel connecting two or more "Primary Terminations" in the same exchange.

INTRAEXCHANGE SERVICE

Telecommunications service confined wholly within a single exchange.

JACK

A modular outlet designed to permit the establishment of a connection between the local exchange facilities and terminal equipment with cords ending in plugs.

LABELING

Registered terminal equipment and/or registered protective circuitry shall have prominently displayed on an outside surface information providing the registration number, the ringer equivalence number, the grantee's names, model number and serial number or date of manufacture.

GLOSSARY OF TERMS

LOCAL LINE

A single, voice-grade communications channel, including a telephone number.

LOCAL ACCESS AND TRANSPORT AREA (LATA)

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Telephone Company exchanges which are grouped to serve common, social, economic and miscellaneous purposes.

LOCAL CALLING AREA

See Local Service Area.

LOCAL EXCHANGE SERVICE

Provides for telephone communication within a local service area in accordance with the provisions of the Local Exchange Tariff. Local Exchange Service provides toll-free calling between Company customers physically located within the same exchange. Customers of the Company may also be able to place and receive toll-free calls to and from customers of another telecommunications provider where both customers are physically located within specified exchanges and the other telecommunications provider has entered into the necessary interconnection or traffic exchange agreements with the Company, which govern such calling arrangements. Without the necessary interconnection or traffic exchange agreements with the Company, calls to such telecommunications provider's customers may be subject to toll charges applied by the customer's long distance service provider.

LOCAL MESSAGE

A communication between two access lines within the local service area of the calling telephone.

LOCAL MESSAGE CHARGE

The charge that applies for a completed message that is made when the calling access line and the called access line are both within the same local calling area where a local message charge is applicable.

LOCAL SERVICE

The intercommunication (by means of facilities connected with a Company central office or offices and under the provisions of the Company) between access lines located in the same exchange or in different exchanges between which no toll rates apply.

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under extended area service arrangement.

LOCAL SERVICE CHARGE

The charge for furnishing facilities to enable a customer to send or receive telecommunications within the local service area. This local service calling area may include one or more exchange areas.

GLOSSARY OF TERMS

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

Facilities furnished by means of wire, fiber, radio or a combination thereof for telecommunications between access lines in different local service areas in accordance with the regulations and system of charges specified by the Company. The toll service charges specified are in payment for all service furnished between the calling and called access lines.

MAINTENANCE SERVICE CHARGE

A charge made by the Company when a service difficulty or trouble report results from customer-provided equipment or facilities.

MESSAGE

A communication between two exchange access lines. Messages may be classified as local or toll.

MILEAGE

The measurement (airline, route, etc.,) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

MINIMUM CONTRACT PERIOD

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

MOBILE TELEPHONE SERVICE

Telecommunications service provided by means of radio frequencies through a land radio-telephone base station. Connections may be established between a wire access line and a mobile or fixed unit or between two mobile or fixed units.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification and audible tone signals (call progress signals indicating reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Company for the provisions of network control signaling.

NETWORK INTERFACE

See Interface.

NONRECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

ONE-PARTY SERVICE

Any exchange access line designed for the provision of exchange service to one premises.

GLOSSARY OF TERMS

OPTICAL TERMINAL UNIT

The ONT (also called the modem) connects to the Termination Point (TP) with an optical fiber cable. It connects a router via a LAN / Ethernet cable and translates light signals from the fiber optic line from the TP into electronic signals that the router can read.

OTHER COMMON CARRIER (OCC)

Denotes Specialized Common Carriers, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing services authorized by the Federal Communications Commission.

OTHER COMMON CARRIER TERMINAL LOCATION

A discrete operational and equipment location of the OCC from which the OCC furnishes and administers common carrier communications services to its patrons.

PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use of another service.

PERSON

Includes individuals, partnerships, corporations, governmental bodies, associations and any other such entity.

PREMISES

The same premises consist of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others;
- (b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public corridor or by space occupied by others; and
- (c) the continuous property operated as a single farm whether or not intersected by a public road. In connection with inside moves, the same premises consist of the building or portion of a building occupied as a unit by the customer in the conduct of his business or as a residence or a combination thereof, and not intersected by a public thoroughfare, a corridor, or space occupied by others.

PREMISES WIRING

All wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premises inside wire is located on the customer's side of the Company's premises protector. By definition, Customer Premises Inside Wire excludes riser, buried and aerial cable.

PREASSIGNED NUMBER

A telephone number preassigned before service is actually established.

GLOSSARY OF TERMS

PREWIRING

Any inside wiring done at the location of a residence or business prior to the initial installation of telephone service.

PRIMARY TERMINATION

Applied to channels which extend beyond the continuous property of a customer or the confines of a single building housing the premises of more than one customer. Also, denotes the first termination of such a channel at a station or PBX on the continuous property of a customer. When more than one customer's premises is located within the same building, the first termination of such a channel at that building constitutes a "Primary Termination." For purpose of this definition, the location of a "Primary Termination" for channel services associated with "Switching System Services" is considered to be at the "Switching System Services" serving central office. When the "Switching System Services" serving central office is not in the same exchange as the main location, the "Mileage Service Area" center for the main location will be used in lieu of the "Switching System Services" serving central office.

PRINCIPAL CENTRAL OFFICE

Refers to the central office in a single office exchange or to that office (usually the toll office) of a multi-office exchange which is designated as such for the purpose of measuring local and interexchange channel mileage.

PRIVATE BRANCH EXCHANGE (PBX)

An arrangement of equipment situated on a customer's premises, consisting of a switching apparatus with an attendant's telephone, telephones connected with the switchboard, and trunks connecting it with a central office. The PBX provides for intercommunications between these telephones for communication with the general exchange network and for long distance message telecommunications service.

PRIVATE BRANCH EXCHANGE TRUNKS

Trunks connecting a Private Branch Exchange System with a central office for communication with the general exchange network and for long distance message telecommunications service.

PRIVATE LINE

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

PRIVATE LINE SERVICE

The channels furnished to a customer for communication between specified locations.

PROTECTIVE CONNECTING ARRANGEMENT

Equipment provided by the Company for electrical protection when facilities provided by other than the Company are connected with facilities provided by the Company.

PUBLIC THOROUGHFARE

A road, street, highway, lane or alley under the control of and kept by the public.

GLOSSARY OF TERMS

PUBLISHED TELEPHONE NUMBER

A number, which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

REGISTERED PROTECTIVE CIRCUITRY

Separate, identifiable and discrete electrical circuitry designed to protect the telephone network from harm, which is registered in accordance with Part 68 of the FCC Rules and Regulations.

REGISTERED TERMINAL EQUIPMENT

Terminal equipment which is registered in accordance with Part 68 of the FCC Rules and Regulations.

RESIDENCE EXCHANGE ACCESS LINE

An exchange access line used to provide exchange telephone service to a residence customer.

RESIDENTIAL SERVICE

Telecommunications service furnished to customers when the actual or obvious use is for domestic purposes.

ROUTE MEASUREMENT

The physical length of a circuit between two points.

SAME BUILDING

See Building.

SERVICE CALL

A visit to a customer's premises in connection with a service difficulty. See also Maintenance Service Charge.

SERVICE CHARGES

A nonrecurring charge applying to the provisions of telephone service.

SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a customer's telephone.

SERVING CENTRAL OFFICE

The central office from which a customer's telephone service is normally provided.

SIGNAL CONDITIONING EQUIPMENT

That equipment connected to a channel to condition signals generated by data terminal equipment.

GLOSSARY OF TERMS

SINGLE CHANNEL (Half Duplex)

A channel with the capability of transmission alternately in either direction, or for transmission in one direction only.

STATION EQUIPMENT

Customer-owned equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

STATION INSTRUMENT

A telephone set including the cord.

SUBSCRIBER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this tariff and responsible for the payment of charges and compliance with the rules and regulations of the Company.

SUPERSEDURE OF SERVICE

The immediate assumption of service provided to a customer discontinuing service by a qualified applicant who is to take the service at the same premises. Supersedure of service is predicated upon the customer and the applicant giving written notice to the Company and the payment of outstanding charges against the service.

SUPPLEMENTAL CONTRACT

A contract for service, equipment or facilities in addition to that provided for under the original contract.

SUSPENSION OF SERVICE

An arrangement made at the request of the customer or initiated by the Company, for temporarily interrupting service.

TARIFF

The schedule of the Company containing all rates, and charges stated separately by type or kind of service and the customer class, and the rules and regulations of the Company stated separately by type or kind of service and the customer class as filed with the Public Utility Commission of Texas.

TELECOMMUNICATIONS SERVICES

The various services offered by the Company as specified in this tariff.

TELEPHONE NUMBER

A numerical designation assigned to a customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "Central Office Designation".

TELEPHONE OR TELECOMMUNICATIONS NETWORK

The local telephone exchange and long distance message telecommunications facilities, or network; both inter and intrastate.

GLOSSARY OF TERMS

TEMPORARY DISCONNECTION

See Suspension of Service.

TEMPORARY SERVICE

The provision of service definitely known to be required for a short period of time (generally less than twelve consecutive months) such as service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

TERMINAL EQUIPMENT ACCESSORIES

Devices, apparatus and associated wiring, provided by a customer, which do not constitute a communications system and which, when connected to the telecommunications system of the Company are connected either electrically, acoustically or inductively.

TERMINATION AGREEMENT

An agreement between the Company and the customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

TERMINATION CHARGE

A charge made to liquidate a customer's obligation for termination of service prior to the expiration of the initial contract period.

TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the customer or by the Company, under its regulations concerning cancellation for cause.

TOLL MESSAGE

A communication between two exchange access lines, with the called access line being outside of the local or service area of the calling access line from which the message originates.

TOLL RATE

The initial period charge prescribed for a toll message usually based upon a minimum initial period and distance between exchanges.

TOLL SERVICE

That part of the total telephone service rendered by the Company which is furnished between different local service areas in accordance with the rates and regulations specified in the Long Distance Message Telecommunications Tariff as may be issued or concurred in by the Company.

tone dialing service

A classification of exchange service, furnished from certain central offices, whereby calls are originated through the use of tone dial instruments.

GLOSSARY OF TERMS

TRUNK

A telephone communication path connecting a central office and customer premises equipment, used in the establishment of end-to-end service.

UNDERGROUND SERVICE CONNECTION

A drop wire or cable which is run underground from a pole line or an underground distributing cable.

VOICE OVER INTERNET PROTOCOL (VOIP)

The technology used to transmit voice communications using Internet Protocol.

VOICE OVER INTERNET PROTOCOL SERVICE

A service that: (A) uses Internet Protocol or a successor protocol to enable a real-time, two-way voice communication that originates from or terminates to the user's location in Internet Protocol or a successor protocol; (B) requires a broadband connection from the user's location; and (C) permits a user generally to receive a call that originates on the public switched telephone network and to terminate a call to the public switched telephone network.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS)

A service designed to meet the needs of customers who make or receive substantial volumes of long distance telephone calls.

SYMBOLS FOR TARIFF CHANGES

SYMBOLS FOR TARIFF CHANGES

The following symbols are used in the right-hand margin to denote changes or revisions to material contained within this tariff.

- (C) Change in Regulation
- (D) Discontinued Rate or Regulation
- (E) Correction of an error made during a revision
- (I) Rate Increase
- (M) Moved Text, but no change in Rate, Regulation or Text
- (N) New Rate or Regulation
- (R) Rate Reduction
- (T) Change in Text, but no change in Rate or Regulation