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April 27, 2009

### VIA HAND DELIVERY

Ms. Darlene Standley Chief/Utilities Division Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243-0505

filed electronically on 04/27/09

RE:

Supplement to Application of Advantage Cellular Systems, Inc.

for Certificate to Provide Competing Local Telecommunications Services in Tennessee

Docket No.: 09-00046 Our File No.: 1302

Dear Ms. Standley:

On behalf of Advantage Cellular Systems, Inc., please find enclosed herewith an original and four copies of the above referenced Supplement which is responsive to your letter requesting additional information dated April 14, 2009. If you could please date stamp one copy of the same and return to me it would be most appreciated.

Thank you for your kind assistance.

Very truly yours,

TAYLOR, PIGUE, MARCHETTI & MINK, PLLC

Bv:

Keith W. Blair

KWB/jj Enclosure

# BEFORE THE TENNESSEE REGULATORY AUTHORITY NASHVILLE, TENNESSEE

IN RE:

IN THE MATTER OF THE APPLICATION OF ADVANTAGE CELLULAR SYSTEMS, INC., FOR A CERTIFICATE TO PROVIDE COMPETING LOCAL COMMUNICATION SERVICES

Docket No.: 09-00046

# SUPPLEMENT TO APPLICATION FOR CERTIFICATE TO PROVIDE COMPETING LOCAL TELECOMMUNICATIONS SERVICES

Advantage Cellular Systems, Inc., ("Advantage") respectfully submits this Supplement to Application for Certificate to Provide Competing Local Telecommunications Services.

In reference to a request from Ms. Darlene Standley of the TRA dated April 14, 2009, (Ex. "A"), Advantage produces the attached information as exhibits 1 thru 8 in the order as requested.

Further, the original Application for Certificate to Provide Competing Local Telecommunications Services only included a request for the TRA to grant authority to Advantage to provide competing local telecommunication services and to submit an informational tariff with regard to the same. Advantage now respectfully amends and/or supplements the original Application to include a request for them to provide interexchange message toll services as well. Advantage has already received authority by the TRA under docket number 01-000173 to provide such interexchange message toll services, and updated tariffs regarding the same have already been filed by Advantage with the TRA. Attached as Exhibit 9 is a copy of the current updated interexchange message toll tariffs to be considered as informational pending approval of the Application. An amendment of the Application will

place all such interexchange and local services under Docket No. 09-00046 for all future filings.

Should any additional information be needed, the same will be supplied.

Respectfully submitted, this the 27th day of April, 2009.

Keith W. Blair

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Attorney for Advantage Cellular Systems, Inc.

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 27<sup>th</sup> day of April, 2009, a true and correct copy of the foregoing has been forwarded via First Class U. S. Mail to the following:

Ardmore Telephone Company P. O. Box 549 Ardmore, TN 38449

CenturyTel of Adamsville P. O. Box 4065 Monroe, LA 71211

CenturyTel of Ootlewah-Collegedale P. O. Box 4065 Monroe, LA 71211

Crockett Telephone Company c/o TSI Payment Processing Center Jackson, MS 39225

Frontier Communications of the Volunteer State 300 Bland Street Bluefield, WV 24701-3020

Loretto Telephone Company P. O. Box 130 Loretto, TN 38469

Peoples Telephone Company c/o TSI Payment Processing Center Jackson, MS 39225

Tennessee Telephone Company P. O. Box 22995 Knoxville, TN 37933-0995

United Telephone Southeast, LLC 400 W. 15<sup>th</sup> Street Austin, TX 78701

BellSouth Telecommunications, Inc. 333 Commerce Street
Nashville, TN 37201-3300

CenturyTel of Claiborne P. O. Box 4065 Monroe, LA 71211

Concord Telephone Exchange, Inc. P. O. Box 22995 Knoxville, TN 37933-0995

Frontier Communications of Tennessee 300 Bland Street Bluefield, WV 24701-3020

Humphreys County Telephone Co. P. O. Box 22995 Knoxville, TN 37933-0995

Millington Telephone Company, Inc. 4880 Navy Road Millington, TN 38053

Tellico Telephone Company P. O. Box 22995 Knoxville, TN 37933-0995

United Telephone Company P. O. Box 38 Chapel Hill, TN 37034

West Tennessee Telephone Co. c/o TSI Payment Processing Center Jackson, MS 39225

Keith W. Blair

# ADVANTAGE CELLULAR SYSTEMS, INC.'S TOLL DIALING PARITY PLAN

### I. <u>INTRODUCTION</u>

Advantage Cellular Systems, Inc. ("Advantage Cellular Systems") will initiate the process that will give end user customers the opportunity to designate a carrier for their intraLATA and interLATA toll call traffic in those market areas where Advantage Cellular Systems is a facilities-based local exchange service provider. IntraLATA toll calls will automatically be directed to the designated carrier without the customer having to dial an access code.

Advantage Cellular Systems will comply with all rules of the Federal Communications Commission and the Tennessee Regulatory Authority.

**Implementation Schedule:** Advantage Cellular Systems will provide intraLATA and interLATA toll dialing parity in Tennessee at the time customer service is available.

**Cost Recovery:** Advantage Cellular Systems has no plans at this time to seek cost recovery associated with the implementation of this plan.

### II. POLICIES

Advantage Cellular Systems will deploy two-PIC (Primary Interexchange Carrier) technology in its switches. This technology will enable the customer to presubscribe to the same or a different carrier for their intraLATA and/or interLATA service.

Appropriate tariffs will be filed in accordance with this plan.

Advantage Cellular Systems will offer customers the ability to access all participating carriers by dialing the appropriate access code (101XXXX).

All eligible Advantage Cellular Systems end user telephone line numbers will be presubscribed and must have a PIC associated with them.

### III. CARRIER INFORMATION

Interexchange carriers will have the option of offering intraLATA service only or intraLATA and interLATA service.

Interexchange carriers will have the option of participating in all market areas or in a specific market area.

Interexchange carriers will be required to return a completed Non-Disclosure Agreement and Participation Agreement(s).

Advantage Cellular Systems will not participate in billing disputes for intraLATA service between alternative competing interexchange carriers and their customers.

Advantage Cellular Systems representatives will not initiate or accept three-way calls from alternative interexchange carriers to discuss presubscription.

Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner and to Advantage Cellular Systems.

### IV. CALL ELIGIBILITY/TOLL DIALING PLAN

A local service customer of Advantage Cellular Systems will have calls routed according to the following plan:

If an Advantage Cellular	The Call is Handled By/Routed To:
<b>Systems Customer Dials:</b>	
911	PSAP on originating line number
411/555-1212	Advantage Cellular Systems Directory
	Assistance Operator
0-	Advantage Cellular Systems Operator
	IntraLATA Toll
0 + intraexchange number	Provider IntraLATA
1 + 10 digits	Toll Provider
0 + 7 or 10 digits	InterLATA Toll
Interexchange number	Provider XXXX
101XXXX + 0-	Carrier
101XXXX + 0 + 10 digits	XXXX Carrier
101XXXX + 10 digits	XXXX Carrier

If an Advantage Cellular Systems customer originates a call to a carrier Operator by dialing 00-, the call will be routed to the PIC on that customer's line. If the customer originates a call to a carrier Operator by dialing an access code (e.g., 101XXXX + 0-), the call will be routed to the XXXX carrier. In both cases, the carrier's switch is responsible for routing this call to the carrier's Operator or to an announcement.

### V. NETWORK INFORMATION

All originating intraLATA and interLATA traffic will initially be routed via the incumbent Local Exchange Carrier (LEC) Access Tandem(s). Direct trunks between the Advantage Cellular Systems switch and the interexchange carrier location(s) may be provisioned where traffic volumes warrant.

Interexchange carriers must have Feature Group D trunks in place (or ordered) between their point of presence and the incumbent LEC Access Tandem(s).

Advantage Cellular Systems will route all originating intraLATA and interLATA traffic to the designated carrier and will only block traffic at the request of the end user customer and/or in compliance with regulatory requirements. Requests from carriers to block traffic or to remove customers from their network will not be honored. Calls that cannot be completed to a carrier will be routed to an announcement.

### VI. CUSTOMER CONTACT INFORMATION

Advantage Cellular Systems customer contact representatives will process customer initiated PIC selections to Advantage Cellular Systems or to an alternative intraLATA or interLATA carrier. Carriers will have the option of allowing the Advantage Cellular Systems representative to process PIC requests on their behalf.

Advantage Cellular Systems customer contact representatives will not comment on a customer's choice of its intraLATA or interLATA PIC when the customer contacts Advantage Cellular Systems to change the PIC. Advantage Cellular Systems customer contact representatives will respond to customer inquiries about intraLATA or interLATA carriers in a competitively neutral fashion. If a customer requests information relating to carriers other than Advantage Cellular Systems, a list of participating carriers will be read to that customer in random order by Advantage Cellular Systems representatives.

If the intraLATA or interLATA toll carrier selected by the customer permits Advantage Cellular Systems to process orders on its behalf, Advantage Cellular Systems will accept the PIC change request. If the customer selects an intraLATA or interLATA toll carrier that does not allow Advantage Cellular Systems to process PIC changes on its behalf, Advantage Cellular Systems will provide the customer with the carrier's toll-free number (if provided by the carrier).

Advantage Cellular Systems representatives will not discuss alternative carrier rates or services and will not provide customers with Carrier Identification Codes or access code dialing instructions.

### VII. PRESUBSCRIPTION INFORMATION

A PIC change charge will be incurred and billed to an Advantage Cellular Systems customer for each eligible line where a PIC change is made. Advantage Cellular Systems offers interexchange carriers the option of having the PIC charge billed to the carrier or to the customer.

New line customers, including customers adding lines, will have the opportunity to select a participating carrier, or they will be assigned a NO PIC designation. If a

customer cannot decide upon an intraLATA carrier at the time of order, the customer will be assigned a NO PIC designation. Customers assigned a NO PIC designation as set forth in this paragraph will be required to dial an access code to reach an intraLATA or interLATA carrier's network.

If an Advantage Cellular Systems customer denies requesting a change in intraLATA or interLATA toll providers as submitted by a carrier, and the carrier is unable to produce a Letter of Agency signed by the customer, the carrier will be assessed a \$30.00 charge for the unauthorized PIC change and the PIC will be changed as per the customer's request, in addition to any other penalties authorized by law.

Alternative interexchange carriers may submit PIC changes to Advantage Cellular Systems via a fax/paper interface.

Advantage Cellular Systems will process intraLATA and interLATA PIC selections as will be described in its applicable tariffs subsequently filed to the authority for its approval.

Carriers will be required to submit PIC changes using the Customer Account Record Exchange (CARE) format via paper medium. Advantage Cellular Systems will provide carriers with PIC order confirmation and reject information using the CARE format. Specific details regarding CARE will be provided to participating carriers.

Informational Tariff
Local Exchange Services
T.R.A. No. 2

Original Title Page

Advantage Cellular Systems, Inc.

Regulations and Schedule of Intrastate Charges Applying to Local Exchange Service Within the State of Tennessee

### Informational Tariff

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### **EXPLANATION OF SYMBOLS**

The following symbols are used for the purposes indicated below:

- C To signify change in meaning of text
- **D** To signify text deletion
- I To signify increased rate
- N To signify new
- $\mathbf{R}$  To signify rate reduction
- **T** To signify text clarification
- **M** To signify relocation of text without change

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### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Advantage Cellular Systems, Inc. to Customers within the local exchange service areas defined herein.

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#### 1. <u>Definitions</u>

Certain terms used generally throughout this tariff are defined below.

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

Anonymous Call Rejection: Allows customers to reject calls from parties who have a privacy feature (call block) invoked that prevents the delivery of their calling number/name to the called party.

Authority: The Tennessee Regulatory Authority or its successor.

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

<u>Automatic Callback</u>: Permits the customer to automatically redial the last outgoing telephone number dialed.

<u>Automatic Recall</u>: Allows the customer to return a call to the last number received by pressing a pre-assigned number.

<u>Call Forward Busy</u>: Automatically routes incoming calls to a designated answering point when the called line is busy.

<u>Call Forward No Answer</u>: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

<u>Call Forward Remote / Fixed</u>: Automatically routes incoming calls to a designated answering points. The incoming calls are associated with a telephone number for which no local service exists.

<u>Call Forward Variable</u>: Automatically routes incoming calls to a designated answering point, regardless of whether the user's station is idle or busy.

<u>Call Originated Trace:</u> A two-digit code passed by the local switching system, with the automatic number identification, at the beginning of a call that provides information about the originating line.

<u>Call Transfer/Consultation/Conference</u>: Provides the capability to transfer or add a third party, using the same line.

<u>Call Waiting:</u> Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.

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#### 1. <u>Definitions</u> (Cont'd)

<u>Call Waiting Cancel:</u> Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two-digit code.

<u>Calling Name Delivery:</u> Identifies the name of the calling party.

Calling Name/Number Delivery: Identifies the name and 10-digit number of the calling party.

<u>Calling Number Delivery:</u> Identifies the 10-digit number of the calling party.

<u>Calling Number Delivery Blocking</u>: Blocks the delivery of the number to the called party on a per call basis.

<u>Centrex Service:</u> A central office based service which provides PBX-type features to business, particularly multi-line, and residential customers.

<u>Company</u>: Advantage Cellular Systems, Inc., a wholly-owned subsidiary of DeKalb Telephone Cooperative, Inc., which is the issuer of this tariff.

<u>Conference Calling</u>: User can sequentially call additional parties and add them together to create a conference call.

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

<u>Customer Originated Trace</u>: Permits the customer to initiate an attempted trace of the last completed incoming call immediately after the call is terminated.

<u>Call Waiting Deluxe:</u> Allows the customer to receive calling-party information during call waiting, as with basic SCWID. DSCWID presents the customer with a set of options to treat the incoming call. These options include the following: answer the new call and put the existing call on hold, disconnect the existing call and answer the new call, forward the new call, connect the new call to a busy announcement, put the new call on hold after connecting to a hold announcement, conference the new call with the existing call.

<u>Dial Pulse (DP):</u> The pulse type employed by rotary dial station sets.

<u>Digital Subscriber Line Access Services:</u> A service that provides transmission services over local exchange service copper facilities that can be used for simultaneous voice and data communications.

<u>Direct Inward Dialing (DID):</u> A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

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#### 1. <u>Definitions</u> (Cont'd)

<u>Dual Tone Multi-Frequency ("DTMF")</u>: The pulse type employed by tone dial station sets.

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

<u>Flexible Digital Access</u>: Digital transmission facility operating at 1.544 Mbps. May be divided to provide access to an interchange carrier in addition to providing one-way outbound, one-way inbound, two-way traffic, direct inward dialing, or any combination thereof.

Hunting: Routes a call to an idle station line within a hunt group.

<u>Individual Case Basis (ICB)</u>: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

<u>Intercom</u>: Service to talk with someone in another part of house wherever there is an extension.

<u>International Blocking:</u> A blocking service, which prevents completion of outgoing international calls.

<u>Intra LATA Toll Service</u>: Provides the customer with the ability to originate a call between points within a Local Access and Transport Area.

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

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

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

Local Exchange Carrier: A company that furnishes exchange telephone service.

Mbps: Megabits, or millions of Bits, per second.

MADN: Multiple Appearance Directory Number – Allows a telephone number to work in two locations.

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#### 1. <u>Definitions</u> (Cont'd)

<u>Message Waiting</u>: This feature provides an indication to a station user that a message is waiting. Indications may be visual (lamp) or audible (shuttered dial tone).

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

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

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

<u>Per Call Blocking:</u> A service that keeps the telephone number from which a call is being made from being displayed on caller identification equipment at the called number.

<u>Personal Ring</u>: Allows the customer to have a maximum of two telephone numbers with different ringing patterns on one basic local access, or "POTS" line. Personal Ring is not available for DID numbers, lines that are a member of a hunt group, or T-1 channels.

<u>Presubscription</u>: Presubscription is an arrangement whereby an end user may select and designate to a Local Exchange Company an interexchange carrier (IC) to access, without an access code, for intraLATA or interLATA calls. This IC is referred to as the end user's predesignated IC.

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

Selective Call Acceptance: Allows customers to accept calls from up to 31 phone numbers.

<u>Selective Call Rejection:</u> Allows customers to reject calls from up to 31 phone numbers.

Selective Call Forward: Routes calls from up to 31 phone numbers to an alternate phone number.

<u>Service Commencement Date</u>: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order of this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

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#### 1. <u>Definitions</u> (Cont'd)

<u>Service Order</u>: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The Service Order will be initiated by the Company upon the Customer's written or verbal request. The request of the Customer and the acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

<u>Services</u>: The Company's telecommunications services offered on the Company's network.

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

<u>Spontaneous Call Waiting Identification:</u> Allows the transmission of Calling Party Name and/or Number of the call waiting to the customer's access line.

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

Subscriber Activated Call Blocking: Permits a customer to prevent a line from originating calls.

<u>Three-Way Calling</u>: This feature allows the customer to add another person to an existing conversation and have a three party conference call.

Toll Restriction: Allows you to block the ability to dial long distance calls from your line.

<u>Trunk</u>: A communications path connecting two switching systems in a network, used in the established of an end-to-end connection.

<u>User</u>: A Customer or any other person authorized by the Customer to use service provided under this tariff.

<u>Warm Line</u>: Permits a customer to route calls to a predefined directory number whenever the subscribing customer's telephone is off-hook for a specified time period.

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#### 2. Regulations

#### 2.1 <u>Undertaking of the Company</u>

#### 2.1.1 Scope

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

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

#### 2.1.2 <u>Shortage of Equipment or Facilities</u>

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

#### 2.1.3 <u>Terms and Conditions</u>

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on a prorated daily basis. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

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- 2. <u>Regulations</u> (Cont'd)
  - 2.1 <u>Undertaking of the Company</u> (Cont'd)
    - 2.1.3 <u>Terms and Conditions</u> (Cont'd)
      - 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon reasonable notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
      - 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard of the State's choice of laws provision.
      - 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
      - 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
      - 2.1.3.7 The Customer agrees to operate Company provided equipment in Accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
      - 2.1.3.8 The Customer agrees to return to the Company all Company- provided equipment delivered to Customer within ten (10) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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- 2. <u>Regulations</u> (Cont'd)
  - 2.1 Undertaking of the Company (Cont'd)
    - 2.1.4 <u>Liability of the Company</u>

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.
- 2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, work shortages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

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- 2. <u>Regulations</u> (Cont'd)
  - 2.1 Undertaking of the Company (Cont'd)
    - 2.1.4 <u>Liability of the Company</u> (Cont'd)
      - 2.1.4.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
      - 2.1.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
      - 2.1.4.8 The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
      - 2.1.4.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
      - 2.1.4.10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
      - 2.1.4.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities, or equipment used for or in conjunction with Advantage Cellular Systems service.

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### 2. <u>Regulations</u> (Cont'd)

- 2.1 Undertaking of the Company (Cont'd)
  - 2.1.4 <u>Liability of the Company</u> (Cont'd)
    - 2.1.4.12 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by dialing of the digits "9-1-1".
    - 2.1.4.13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
  - 2.1.5 Notification of Service-Affecting Activities

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

### 2.1.6 <u>Provision of Equipment and Facilities</u>

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with , the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment installed at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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### 2. <u>Regulations</u> (Cont'd)

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

#### 2.1.6 Provision of Equipment and Facilities (Cont'd)

- 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

#### 2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations in accordance with the provisions of 2.3.1 (e). In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 2.1.8 Ownership of Facilities

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

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### 2. <u>Regulations</u> (Cont'd)

2.1 Undertaking of the Company (Cont'd)

#### 2.1.9 <u>Telecommunications Service Priority</u>

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, the Local Exchange Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

#### 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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### 2. <u>Regulations</u> (Cont'd)

#### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges, either non-recurring, recurring, ICB, or other charges, pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rightsof-way and conduit necessary for installation of fiber optic cable and associated
  equipment used to provide local exchange service to the Customer from the
  cable building entrance or property line to the location of the equipment space
  described in 2.3.1(c). Any costs associated with the obtaining and maintaining
  the rights-of-way described herein, including the costs of altering the structure
  to permit installation of the Company-provided facilities, shall be borne entirely
  by, or may be charged by the Company to, the Customer. The Company may
  require the Customer to demonstrate its compliance with this section prior to
  accepting an order for service;

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#### 2. Regulations (Cont'd)

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

#### 2.3.1 General (Cont'd)

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

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#### 2. Regulations (Cont'd)

#### 2.3 <u>Obligations of the Customer (Cont'd)</u>

#### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend, and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invites of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

### 2.4 <u>Customer Equipment and Channels</u>

#### 2.4.1 General

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

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- 2. <u>Regulations</u> (Cont'd)
  - 2.4 <u>Customer Equipment and Channels (Cont'd)</u>
    - 2.4.2 Station Equipment (Cont'd)
      - 2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required due to customer equipment interfering with the network; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily is such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
      - 2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

#### 2.4.3 <u>Interconnection of Facilities</u>

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

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- 2. <u>Regulations</u> (Cont'd)
  - 2.4 Customer Equipment and Channels (Cont'd)
    - 2.4.3 <u>Interconnection of Facilities (Cont'd)</u>
      - 2.4.3.1 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
      - 2.4.3.2 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

### 2.4.4 <u>Inspections</u>

- 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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### 2. <u>Regulations</u> (Cont'd)

#### 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which any Company charge is applicable, those charges may be passed on to the Customer.

2.5.1.1 <u>Taxes:</u> The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state, and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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#### 2. Regulations (Cont'd)

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

#### 2.5.2 <u>Billing and Collection of Charges</u>

Bills will be rendered monthly to Customer.

- 2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.
- 2.5.2.2 The Company shall present bills for all charges monthly to the Customer. Recurring charges for local services will be billed one month in advance, with all usage charges being billed in arrears.
- 2.5.2.3 Amounts not paid within 15 days after the date of invoice are considered past due. A late payment fee of 1.5% per month may be applied.
- 2.5.2.4 A \$20.00 charge will be assessed for checks with insufficient funds or non-existing accounts.
- 2.5.2.5 Copies of customer bills will be available for a period of eighteen (18) months. The cost of providing copies of bills older than three (3) months will be \$0.35 per page.
- 2.5.2.6 No charges will be applied for information furnished in compliance with a subpoena or court order. In addition, the six month limitation will not apply.

#### 2.5.3 <u>Disputed Bills</u>

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Regulatory Authority or its successor in accordance with the TRA's rules of procedure.

- 2.5.3.1 The date of the dispute shall be the date the customer notifies the company of any disputed items on that customer's bill.
- 2.5.3.2 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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#### 2. <u>Regulations</u> (Cont'd)

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

#### 2.5.4 Advance Payments

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

### 2.5.5 Deposits

- 2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - (a) three month's charges for a service or facility which has a minimum payment period of one month; or
  - (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- 2.5.5.2 A deposit may be required in addition to an advance payment.

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- 2. <u>Regulations</u> (Cont'd)
  - 2.5 Payment Arrangements (Cont'd)
    - 2.5.5 <u>Deposits</u> (Cont'd)
      - 2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit to the Customer's account.
    - 2.5.6 Discontinuance of Service
      - 2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with Tennessee Administrative Code, discontinue or suspend service without incurring any liability.
      - 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving reasonable notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
      - 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
      - 2.5.6.4 Upon any governmental prohibition, or required alteration of services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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- 2. <u>Regulations</u> (Cont'd)
  - 2.5 Payment Arrangements (Cont'd)
    - 2.5.6 <u>Discontinuance of Service</u> (Cont'd)
      - 2.5.6.5 The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:
        - 2.5.6.5.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection if:
          - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
          - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
          - (c) The Customer has been given notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
          - (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
            - (d.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
            - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
            - (d.3) Any other fraudulent means or devices; or

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- 2. <u>Regulations</u> (Cont'd)
  - 2.5 Payment Arrangements (Cont'd)
    - 2.5.6 <u>Discontinuance of Service</u> (Cont'd)
      - 2.5.6.5.1 (Cont'd)
        - (e) Use of service in such a manner as to interfere with the service of other users; or
        - (f) Use of service for unlawful purposes
      - 2.5.6.5.2 Failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
      - 2.5.6.5.3 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or
      - 2.5.6.5.4 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.
      - 2.5.6.5.5 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
      - 2.5.6.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including but not limited to termination charges, reasonable attorneys' fees, or any other fees incurred by the Company in the collection of any amount due under this tariff for services rendered or facilities provided, shall become due. Any attorneys' or other collection fees incurred by the Company after discontinuance or service shall become due immediately upon invoice of such fees to the customer. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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#### 2. Regulations (Cont'd)

#### 2.6 Allowances for Interruptions of Service

2.6.1 <u>Credit for Interruptions:</u> When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

#### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions or this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruption;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

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### 2. <u>Regulations (Cont'd)</u>

- 2.6 Allowances for Interruptions of Service (Cont'd)
  - 2.6.3 <u>Use of Alternative Service Provided by the Company:</u> Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

#### 2.7 <u>Cancellation of Service</u>

- 2.7.1 <u>Cancellation of Application for Service</u>
  - 2.7.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to start of service or prior to any special construction, no charges will be imposed except for those specified below.
  - 2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
  - 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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#### 2. Regulations (Cont'd)

#### 2.7 Cancellation of Service (Cont'd)

#### 2.7.2 <u>Cancellation of Service by the Customer</u>

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees, and expenses reasonably incurred in connection with

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

#### 2.8 <u>Transfer and Assignments</u>

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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### 2. <u>Regulations (Cont'd)</u>

#### 2.9 Notices and Communications

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

#### 3. Service Descriptions

- 3.1 <u>Local Exchange Service</u>: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:
  - place or receive calls to any calling Station in the local calling area, as defined herein;
  - access enhanced 911 Emergency Service where available;
  - access the interexchange carrier selected by the Customer for intraLATA, interLATA, or international calling;
  - access Operator Services;
  - access Directory Assistance;
  - place or receive calls to 800 telephone numbers;
  - access telecommunication Relay Service.

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- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.1 Local Exchange Service (Cont'd)

The Company's service cannot be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch unless the Customer requests, in writing, the ability to call these services and agrees, in writing, to pay all associated charges.

3.1.1 <u>Local Calling Areas:</u> Exchanges and zones included in the local calling areas to be determined. NXX's associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area.

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- 3. Service Descriptions (Cont'd)
  - 3.1 Local Exchange Service (Cont'd)
    - Basic Access: Basic Access provides the Customer with a single, voice-grade 3.1.2 communications channel. Each Basic Access will include a telephone number.
      - 3.1.2.1 <u>Basic Access Service is available in the following offerings:</u>

Basic Access service includes the following standard features at no additional charge:

- a) One Directory Listing
- Inter and Intra Presubscription b)

Applicable charges will apply to the standard touchtone feature.

3.1.2.2 Optional Features: A Basic Access Customer may order, in addition to the standard features, the following optional features at the rates specified in Section 3.1.2.3.3 and 3.1.2.3.4.

Anonymous Call Rejection Automatic Callback Automatic Recall Call Forward, Busy Call Forward, No Answer Call Forward, Remote/ Fixed Call Forward, Variable Call Originated Trace Call Waiting Call Waiting - Cancel

Call Waiting Deluxe Calling Feature Packages Calling Name Delivery Calling Name / Number Delivery

Calling Number Delivery Calling Number Delivery Blocking

Distinctive Ringing

Hunting

Intercom/Reverting Call **International Blocking** 

**MADN** 

Per Call Blocking Personal Ring

Selective Call Rejection Speed Dial, 8 numbers Speed Dial, 30 numbers Three-Way Calling **Toll Restriction** Warm Line

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### 3. <u>Service Descriptions</u> (Cont'd)

- 3.1 Local Exchange Service (Cont'd)
  - 3.1.2 <u>Basic Access</u> (Cont'd)
    - 3.1.2.3 <u>Basic Access Rates and Charges:</u> A Basic Access Customer will be charged applicable Non-Recurring Charges and Recurring Charges as specified in Sections 3.1.2.3.1 and 3.1.2.3.2 respectively.

3.1.2.3.1	Non-Recurring Charges	Res.	Bus.
	Line Connection Charge (per line)	\$30.00	\$40.00
	Subsequent Account Change Charge	\$30.00	\$40.00
	Premise Visit	\$25.00	\$25.00
	Inter Presubscription Change (Changes, per line)	\$ 5.00	\$ 5.00
	Intra Presubscription Change (Changes, per line)	\$ 5.00	\$ 5.00
	Name Change	\$20.00	\$20.00

#### NOTE:

A promotional discount up to and including 100% of above non-recurring charges may apply during promotional programs.

Line Restoral of suspended Service Charge \$30.00<sup>1</sup> \$40.00<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Applies for line restoral after suspension of service has been initiated by the Company. If service is suspended and payment is not received within 10 days following the suspension, the Company reserves the right to discontinue service. Also applies to the restoral of service after a Customer-initiated suspension.

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- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.1 Local Exchange Service (Cont'd)
    - 3.1.2 Basic Access (Cont'd)
      - 3.1.2.3 Basic Access Rates and Charges (Cont'd)
        - 3.1.2.3.2 <u>Recurring Charges</u>

Calls within the local calling scope are not billed based upon usage. IntraLATA toll usage will be billed at tariffed rates as set forth in the company's Message Toll Services Tariff, Tennessee T.R.A. No. 1, unless individual case based pricing is applicable. Flat rate charges will apply based on demographic service area.

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Local Exchange Services T.R.A. No. 2

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### 3. <u>Service Descriptions</u> (Cont'd)

- 3.1 Local Exchange Service (Cont'd)
  - 3.1.2 Basic Access (Cont'd)
    - 3.1.2.3 Basic Access Rates and Charges (Cont'd)
      - 3.1.2.3.3 Optional Feature Non-Recurring Charges

 Res.
 Bus.

 Optional Calling Features
 \$15.00
 \$20.00

 Hunting (per trunk/line)
 \$30.00
 \$30.00

NOTE: Non-recurring charges for optional features installed at the same time as basic service are covered in the standard line connection charge (excluding Hunting). Subsequent orders for installation of multiple optional features are billed only one non-recurring charges (excluding Hunting).

A promotional discount up to and including 100% of above non-recurring charges may apply during promotional programs.

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### 3. <u>Service Descriptions</u> (Cont'd)

### 3.1 <u>Local Exchange Service (Cont'd)</u>

### 3.1.2 <u>Basic Access</u> (Cont'd)

### 3.1.2.3 Basic Access Rates and Charges (Cont'd)

### 3.1.2.3.4 Recurring Charges (Cont'd)

Optional Features:	Res.	Bus.
Anonymous Call Rejection	3.00	3.50
Automatic Callback <sup>1</sup>	3.50	4.00
Automatic Recall <sup>1</sup>	3.50	4.00
Call Forward, Busy	1.00	2.00
Call Forward, No Answer	1.00	1.00
Call Forward, Remote/Fixed	3.00	3.50
Call Forward, Variable <sup>1</sup>	2.00	3.00
Call Waiting	1.75	3.00
Call Waiting-Cancel	N/C	N/C
Call Waiting Deluxe*	3.00	3.50
Calling Name Delivery	5.00	6.50
Calling Name/Number Delivery	7.50	10.50
Calling Number Delivery	5.00	6.50
Calling Number Delivery Blocking	N/C	N/C
Customer Originated Trace <sup>1</sup>	2.75	3.75
Do Not Disturb with override codes	3.00	3.00
Hunting (per trunk/line)	5.25	13.50
Intercom/Reverting Call	1.00	2.00
International Blocking	N/C	N/C
Line Suppress	N/C	N/C
Message Waiting-Audible/Visual	.50	.50
Personal Ringing	5.25	13.50

<sup>\*</sup> Requires special equipment

<sup>&</sup>lt;sup>1</sup> Features are available on a pay per use basis for a cost of 50¢ per use.

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### 3. <u>Service Descriptions</u> (Cont'd)

### 3.1 Local Exchange Service (Cont'd)

### 3.1.2 <u>Basic Access</u> (Cont'd)

### 3.1.2.3 Basic Access Rates and Charges (Cont'd)

#### 3.1.2.3.4 Recurring Charges (Cont'd)

Optional Features:	Res.	Bus.
Selective Call Acceptance	3.50	4.00
Selective Call Forward	3.50	4.00
Selective Call Rejection	3.50	4.00
Speed Dial, 8 numbers	2.00	3.50
Speed Dial, 30 numbers	4.00	4.50
Three-Way Calling <sup>1</sup>	2.50	3.50
Toll Restriction	2.00	2.00
Warm Line	.50	.75

NOTE: Non-recurring charges for optional features installed at the same time as basic service are covered in the standard line connection charge (excluding Hunting). Subsequent orders for installation of multiple optional features are billed only one non-recurring charges (excluding Hunting).

<sup>\*</sup> Requires special equipment

<sup>&</sup>lt;sup>1</sup> Features are available on a pay per use basis for a cost of 50¢ per use.

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3.	Sarvica	Descriptions	(Cont'd)
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3.	Service Descriptions	(Cont'	d)

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Local Exchange Services T.R.A. No. 2

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- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.1 Local Exchange Service (Cont'd)
    - 3.1.3 <u>Basic Access Digital Interface</u>: Basic Access Digital Interface provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic Access Service to the Customer's PBX or trunkcable Key System.

Basic Access – Digital Interface can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof.

- 3.1.3.1 <u>One-Way Outbound:</u> Provides the customer with individual channels which are restricted to carry outbound traffic only.
- 3.1.3.2 One-Way Inbound or Two-Way: Provides the customer with individual channels which are used to carry one-way traffic. One common telephone number will be provided per trunk group.
  - 3.1.3.2.1 <u>Features:</u> The following feature is available. Least Idle or Most Idle Line Selection
- 3.1.3.3 <u>Direct Inward Dialing (DID):</u> Provides the customer with individual channels which can carry one-way inbound traffic. The number of digits to be out pulsed must be specified by the Customer.
- 3.1.3.4 Basic Access Digital Interface Rates and Charges
  - 3.1.3.4.1 <u>Non-Recurring Charges</u>

Basic Access Line Digital (per termination)	ICB
Basic Service Digital Interface (per termination)	ICB
Basic Access Channel Group (DID, DOD or 2-way) (per group / per termination)	ICB
Basic Access Channel Provisioned each	ICB

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### 3. <u>Service Descriptions</u> (Cont'd)

### 3.1 Local Exchange Service (Cont'd)

### 3.1.3 Basic Access (Cont'd)

### 3.1.3.4 <u>Basic Access – Digital Interface Rates and Charges</u> (Cont'd)

3.1.3.4.2	Monthly Recurring Charges	
	Basic Access Line Digital (per termination)	ICB
	Basic Access Service Digital Interface (per termination)	ICB
	Basic Access Digital Interface (per termination)	ICB
	Local Channel charge (per channel)	ICB
	Basic Access Group Interface – (DID, DOD or 2-way) (per group / per termination)	ICB
	Each additional block of 20 Numbers	ICB

Rates for a volume of Numbers of greater than 1,000 will be provided on an Individual Case Basis. Company reserves the right to reclaim numbers not in active use within one year.

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### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.1 Local Exchange Service (Cont'd)

#### 3.1.4 <u>Miscellaneous Rates and Charges</u>

#### 3.1.4.1 <u>Metallic Cable Pair Rental for Non-Network Services</u>

If available, metallic cable pairs may be rented for non-network services, such as alarm circuits, water control circuits, etc.

There is no guarantee of transmission quality for vacant metallic cable pair rental.

The availability of metallic cable pairs for this use is limited to those not in use for telecommunications, or reserved for such service, by the Telephone company (Advantage Cellular Systems, Inc.).

Prices quoted are for metallic pairs that do not require connections in the Central Office or are one mile or less in length.

Prices for metallic pairs that must be connected in the Central Office or are over one mile in length will be calculated as ICB.

A minimum of a twelve-month term agreement is required for this service.

3.1.4.2.1	Non-recurring Charges	Res.	<u>Bus.</u>
	Metallic Cable Pair Per End	30.00	40.00
	Premise Visit Per Location	25.00	25.00
	Central Office Connection	ICB	
3.1.4.2.2	Recurring Charges	Res.	Bus.
	Metallic Cable Pair / Distance of One Mile or less, per pair	10.00	10.00
	Distance of More than One Mile	ICB	

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### 3. <u>Service Descriptions</u> (Cont'd)

### 3.2 Intercept Referral Service

- 3.2.1 Intercept Referral is a service used when a customer disconnects service or changes their telephone number. Calls to the intercepted telephone number are referred to a recorded announcement message that states that the called number has been disconnected or changed and refers calls to the new number.
- 3.2.2 Intercept Referral Service is available at rates established below.

#### 3.2.2.1 <u>Rates</u>

Intercept Referral Service within service area	Monthly Rates
Per telephone number referred	\$10.00
Intercept Referral Service outside service area Per telephone number referred	\$25.00

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#### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.3 Directory Listings

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

- 3.3.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.3.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.3.3 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.
- 3.3.4 Directory listings are provided in connection with each Customer service as specified herein.
  - 3.3.4.1 <u>Primary Listing</u>: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
  - 3.3.4.2 <u>Additional Listing</u>: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.

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- 3. <u>Service Descriptions</u> (Cont'd)
  - 3.3 Directory Listings (Cont'd)
    - 3.3.4.3 <u>Non-published Listings</u>: Listings that are not printed in directories nor available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records.

- 3.3.4.4 <u>Non-listed Numbers</u>: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party.
- 3.3.4.5 <u>Foreign/Additional Listings</u>: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.
- 3.3.4.6 <u>Non-Recurring Charges</u>: There will be no Non-Recurring charges if requested as part of the order initiating service. After the initial service order the following charges will apply:

	Per Listing or Per Number Change
Primary Listing	N/C
Additional Listing	\$20.00
Non-Listed Number	\$20.00
Non-Published Number	\$20.00
Additional Line of Directory Information	\$20.00

3.3.4.7 <u>Recurring Charges</u>: Monthly Recurring Charges associated with Directory Listings are as follows:

	Per Listing or Per Number Change
	·
Primary Listing	N/C
Additional Listing	\$1.00
Non-Listed Number	\$1.00
Non-Published Number	\$1.00
Additional Line of Directory Information	\$1.00

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#### 3. <u>Service Descriptions</u> (Cont'd)

3.4 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). E911 charges are assessed on each access line by the emergency district and are passed along to end users as a separate charge on each monthly bill.

#### 3.5 <u>Local Channel Services</u>:

#### 3.5.1 <u>General</u>:

Local Channel Service provides for a communication path between a designated customer premises and the serving wire center. The minimum service period for Local Channel Service is one month.

#### 3.5.2 Description of Services:

- 3.5.2.1 <u>Digital Local Channel:</u> A path for Digital service furnished from the demarcation point on the customer's premises to their Serving Wire Center.
- 3.5.2.2 <u>Local Channel 2-wire:</u> A two-wire path for service furnished from the demarcation point on the customer's premises to their Serving Wire Center.
- 3.5.2.3 <u>Local Channel 4-wire:</u> A four-wire path for service furnished from the demarcation point on the customer's premises to their Serving Wire Center.
- 3.5.2.4 <u>Local Private Line Channel:</u> Local private line channels connect two or more points within the same exchange service area for communications, but are not connected to general telephone facilities for either exchange or toll service. Both two-point and multi-point service ordinarily contemplate communication between two stations only at the same time. This channel may be used for either voice grade or sub-voice grade service. This service may not be used if signaling is required.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> It is expressly declared that metallic facilities are in continually decreasing supply and that the Company does not hold itself in a position to make such facilities available. In addition, if modernization programs dictate the replacement of existing metallic facilities with non-metallic facilities such as fiber optics, the Company will not be required to continue this service over metallic facilities and notification will be made to customers 90 days prior to elimination of this service.

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### 3. <u>Service Descriptions</u> (Cont'd)

#### 3.5 Local Channel Services (Cont'd)

### 3.5.3 Rates and Charges

Digital Local Channel, ea.	Non-recurring ICB	Recurring ICB
Local Channel 2-wire ea.	ICB	ICB
Local Channel 4-wire ea.	ICB	ICB
Local Private Line Channel, ea.	ICB	ICB
Node Channel Termination, ea.	ICB	ICB
Inter-exchange Carrier Termination	ICB	ICB
Termination to an ISP	ICB	ICB

#### 4. <u>Assistance Programs</u>

- 4.1 <u>Telecommunications Relay Service (TRS):</u> The Tennessee Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the state of Tennessee. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a text telephone and individuals with normal hearing and speech.
- 4.2 <u>Link-Up America</u>: Link –Up Tennessee is offered in all exchanges to provide subsidized assistance to qualifying applicants. It is intended to preserve and promote subscribership among low-income households by providing a credit to the installation and service charges applicable to the provisioning of residence service.

#### Regulations:

a. Persons wishing to qualify for the credit must meet state certification criteria for eligibility. This credit is available only to residence customers, and will be applied to the non-recurring charges for the establishment of service for a single-telephone line per household at the principal place of residence.

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- 4. <u>Assistance Programs</u> (Cont'd)
  - 4.2 Link-Up America (Cont'd)
    - b. The subscriber must not be a dependent for federal income tax purposes, unless the customer is more than 60 years of age.
    - c. The customer must meet the requirements of a state established income test.

<u>Rates & Charges:</u> A non-recurring credit in the amount of one-half (maximum of \$30.00) of the installation and connection charges will be applied to the qualifying customers total non-recurring installation and connection charge.

- 4.3 <u>Lifeline Assistance Program:</u> The Lifeline Assistance Program adopted by the Tennessee Regulatory Authority provides for a federal credit equal to 100 percent of the Interstate Subscriber Line Charge or its equivalent value plus an equivalent state provided subsidy. The program is available only in conjunction with residence individual line service. The federal and state credits are applied to the local service bills for qualified residential recipients of Aid to Families with Dependent Children (AFDC), Supplemental Security Income (SSI), Food Stamps, or Medicaid.
  - 4.3.1 <u>Application & Regulations:</u> Guidelines for implementation of this program are as follows:
    - Certification Procedures: All applications for this service will be verified with the state agency responsible for administration of the programs mentioned preceding.
    - b. Processing Procedures: The Company will process all applications and apply the appropriate credit on the customer's monthly bill. A secondary service charge is not applicable for existing customers subscribing to Lifeline.
    - c. Verification Procedures: The Company will reconcile and confirm eligibility semi-annually by providing the agency involved with a computer tape (directly or through a third party) of all credit recipients. A verification of eligible recipients will be made. The credit will be discontinued on the bill following written notification to the customer of ineligibility. The ineligible customer's service will be converted to flat rate, unless otherwise requested by the customer.

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- 4. <u>Assistance Programs</u> (Cont'd)
  - 4.3 Lifeline Assistance Program (Cont'd)
    - 4.3.2 <u>Rates & Charges:</u> To participate in the Lifeline Assistance Program, qualified residential customers will be required to subscribe to Basic Access Service as defined in this Tariff.
      - a. Lifeline Residence Individual Line Service- Credit:

		Monthly Rate
1)	Federal Lifeline Credit	\$6.50
2)	State Lifeline Credit	\$3.50

### 5. <u>Promotional Offerings</u>

- 5.1 <u>Promotional Offerings</u>: The company, from time to time may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotions will be filed with the Tennessee Regulatory Authority for approval on one day's notice.
- 5.2 <u>Trial Service Offering</u>: In the normal course of business, the Company, at its discretion may elect to offer certain services to Customer on a "trial basis". These trial offerings do not obligate the Company to continue the trail beyond a stated period or to offer said services as general tariffed offering in the future.
- 6. <u>Individual Case Basis (ICB) Arrangements</u>

Arrangements will be developed on an individual case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

- 7. <u>Miscellaneous Services</u>
  - 7.1 Direct Inward Dialing (DID) Service
    - 7.1.1 Direct Inward Dialing (DID) Service provides the central office switching equipment necessary to allow direct inward dialing from the local exchange and long distance networks to stations and attendant positions associated with the customer premises switching systems.

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#### 7. <u>Miscellaneous Services</u> (Cont'd)

- 7.1 Direct Inward Dialing (DID) Service (Cont'd)
  - 7.1.2 The provision of DID Service is subject to availability of facilities and telephone numbers; and, requires the use of appropriate customer premises equipment.
  - 7.1.3 DID Service must be provided on all lines in a trunk or access line group arranged for inward service. The service does not contemplate the routing of calls to selected numbers within the direct inward dialing number group over a separate trunk or access line group.
  - 7.1.4 The Company will provide one primary listing at no charge for each separate trunk group. Additional listings may be obtained under the Directory Listing provisions of this tariff.
  - 7.1.5 Customer-premises switching systems must be capable of intercepting unused numbers transmitted to the switching equipment.
  - 7.1.6 Direct Inward Dialing telephone numbers are provided in blocks consisting of a minimum of twenty (20) consecutive numbers which may be assigned to station lines or reserved for future use. The Company does not guarantee to provide a number block consecutive to any other number block. The Company will be responsible for interception and administration of reserved numbers.
  - 7.1.7 The following rates and charges are in addition to the rates and charges for the provision of multi line trunks, lines, and associated equipment and services.
    - 1. Group of 20 Working or Reserved DID Numbers

			Monthly	Non-recurring
			Recurring	Charges*
			Charges	
	a)	Working Numbers, each	\$3.40	\$480.00
	b)	Reserved Numbers, each	\$3.40	\$480.00
2.	DID 7	Trunk Termination in Central Office	\$26.00	\$50.00

<sup>\*</sup>The Non-Recurring Charge applies to the first group of DID numbers assigned to a customers per occasion.

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### 7. <u>Miscellaneous Services (Cont'd)</u>

### 7.2 Assignment and use of Telephone Number Groups

- 7.2.1 The company will lease telephone numbers to area paging providers in blocks of 100 which may be assigned immediately or reserved for future use by the leasing company.
- 7.2.2 The company does not guarantee to provide a number block consecutive to any other number block and assumes no liability for the leased numbers.
- 7.2.3 The lessee will be responsible for providing interception of calls to vacant or reserved non-working numbers. The Company will be responsible for interception and administration of reserved numbers.

#### 7.2.4 Rates

NXX NUMBERS	Monthly Recurring Charges	Non-Recurring Charges
Block of 100 (Assigned)	.50/Block	\$480.00 *
Block of 100 (Reserved)	.50/Block	\$ 30.00
Termination of 100 number Block to Central Office Trunk	\$26.00/Trunk	\$ 50.00

<sup>\*</sup>The Non-Recurring charge applies to the first block of 100 numbers assigned to a customer per occasion.

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#### 8. <u>Meridian Digital Centrex Service</u>

#### 8.1 General

- 8.1.1 Meridian Digital Centrex Service is a central office communications system package provided in association with individual line exchange business and residence services furnished from digital central office (DMS-100) equipment located in Company buildings. Meridian Digital Centrex is not provided in association with public or semipublic telephone service.
- 8.1.2 Meridian Digital Centrex is offered as a customer option and may be provided subject to the availability of facilities and central office equipment as determined by the Company.
- 8.1.3 All Meridian Digital Centrex features are available to lines utilizing Touch Tone signaling.
- 8.1.4 A combination of business and residence lines in a Meridian Digital Centrex system is not allowed. All exchange lines in a Meridian Digital Centrex system must have the same billing arrangement.
- 8.1.5 Meridian Digital Centrex provides for a system accommodating two or more central office lines. All exchange access lines terminating in a Meridian Digital Centrex system must be served by the same central office or a compatible remote unit from the host central office.
- 8.1.6 Suspension of Meridian Digital Centrex Service is not allowed (vacation rates).
- 8.1.7 The quality of transmission for calls utilizing call forwarding or conferencing may vary depending on the distance and routing involved.
- 8.1.8 Customer premises equipment associated with this service is provided by the customer.

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### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

#### 8.2 Regulations

- 8.2.1 Touch tone is required for use of Centrex features and is included as a system feature of Centrex. Touch tone charges, as specified in Section 3.1.2.1 of this tariff do not apply for Centrex.
- 8.2.2 Directory Listings will be furnished subject to the rates and regulations specified in Section 3.3 of this Tariff.
- 8.2.3 The Meridian Digital Centrex installation charges are in addition to regular Simple Premises Work Charges, Service Connection Charges, move, change and installation charges covered in Section A4 of this tariff.
- 8.2.4 Meridian Digital Centrex main station lines may be restricted from dialing three-digit central office and service codes by applying Code Restriction to the line. The three-digit codes which may be restricted constitute those codes to which Public Announcement, Directory Assistance or Dial It Services (e.g. 900 and 976 calls) are assigned which could generate billing to the originating main station line. Code Restriction arrangements may also be used to prohibit toll calls to a carrier other than the Presubscribed Interexchange Carrier (dialed 10XXX).Inter-LATA calls dialed 0- (operator handled) calls cannot be restricted. The term "Public Announcement Services" as used herein are those services which, in the judgment of the Company, furnish advertised recorded announcement messages to the general public (e.g. time, weather, sport scores and stock market reports). The Public Announcement Service central office codes will be determined by the Company and will be commonly denied access in the central office serving the Meridian Digital Centrex systems subscribing to this service arrangement.
  - 8.2.4.1 At the time a code restriction arrangement is installed, the Meridian Digital Centrex system will be arranged for the code restriction specified by the customer and main station lines designated by the customer will be so equipped. When the customer requests the subsequent addition or removal of code restriction on a main station line, the appropriate Service Charge as specified for a change in line termination applies per main station line affected except that no such charge applies when the code restriction arrangements are disconnected in its entirety.
  - 8.2.4.2 Code Restriction Arrangements to deny access to Directory Assistance and/or Public Announcement Services are not assured. These features are intended to limit main station line direct dialed outgoing calls, but such calls may, in certain circumstances, be completed and will be charged for in the normal manner.

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#### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

#### 8.3 Definitions

#### ACCESS LINES TO CUSTOMER PROVIDED FEATURES - OPTIONAL

This feature allows dial access from Meridian Digital Centrex service for connection to customer provided features. (Recorded Telephone Dictation, Dial Code Sending Equipment and Loudspeaker Paging).

#### **ACCESS TO PAGING**

Allows access to CPE loudspeaker equipment.

#### ATTENDANT AUTODIAL - ATTENDANT

This feature permits an attendant to dial frequently called numbers by depressing the Autodial feature key, which is programmed with the number.

#### ATTENDANT CAMP-ON AND CAMP-ON MODE OPTIONS - ATTENDANT

This feature allows incoming listed number calls, which the attendant attempts to complete to a busy main station line, to be held waiting and then automatically connected when the called main station lines becomes available. An indication of camp-on will be given the busy main station line each time the attendant attempts a completion.

### <u>ATTENDANT CONFERENCE - ATTENDANT</u>

Using a six-port conference circuit, an attendant may interconnect up to five conferees on one call. The sixth port is required for attendant access.

#### ATTENDANT GROUP TRUNK ACCESS CONTROL - ATTENDANT

This feature utilizes special keys on the customer provided attendant console to serve as a common interface for trunk group busy and trunk group access for all trunk groups allocated to the customer group.

### **ATTENDANT POSITION - ATTENDANT**

Customer provided terminal equipment utilized for attendant control and call connecting functions.

#### ATTENDANT RECALL TIMER - ATTENDANT

This feature returns attendant-extended calls to a main station to the attendant after a prescribed waiting period if the main station user is unable to answer.

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#### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

#### 8.3 Definitions (Cont'd)

#### ATTENDANT SERVICE - ATTENDANT

Incoming calls to the main listed number are answered by an attendant, who may complete the call to the desired main station line by means of the Call Transfer feature.

An unrestricted and semirestricted main station line user may dial the attendant over attendant lines to secure help in the completion of outgoing calls by means of the Dial "0" calling auxiliary attendant feature.

#### AUTHORIZATION CODE - OPTIONAL (AUTH)

This feature is used to identify callers for billing purposes, to assign a Network Class of Service (NCOS) and to control network access.

#### AUTOMATIC ANSWERBACK – BASIC (AAB)

When implemented on a Meridian Business Set, allows any incoming call to the Primary Directory Number (PDN) of the set to be automatically answered after four seconds. Conversation takes place through a hands-free unit.

#### AUTOMATIC DIAL – BASIC (AUD)

This feature allows a Meridian Business Set user to call frequently dialed numbers by pressing the assigned key.

#### AUTOMATIC LINE - OPTIONAL(AUL)

An Automatic Line is a station specially programmed to dial a specific internal station number or "0" for the attendant when the station user goes off-hook.

#### AUTOMATIC ROUTE SELECTION – BASIC (ARS)

Automatic Route Selection is a feature that allows station users, by dialing a preselected code to automatically select the preferred route subscribed to by a customer for network calls. Alternate routing to other facilities, subscribed for by the customer, is also provided. This arrangement is available for use with Foreign Exchange, WATS, tie lines and Interexchange Carrier access lines which are compatible with ARS and toll network facilities.

#### BUSY LAMP FIELD - DIRECT STATION SELECT (BLF)

Allows MBS user(s) to monitor station status of a Directory Number through use of MBS lamp states. DSS feature provides direct dialing to a monitored Directory Number by means of the feature key.

#### **BUSY VERIFICATION – ATTENDANT**

This feature allows the attendant to determine whether stations or trunks are busy.

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### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

#### 8.3 Definitions (Cont'd)

#### CALL FORWARDING - BUSY - OPTIONAL (CFB)

Call Forwarding - Busy Line automatically routes calls to the attendant or preselected main station line when the called main station line is busy.

#### CALLFORWARDING - BUSY EXTERNAL - OPTIONAL (CBE)

Allows separate forwarding to directory numbers to be assigned for calls that originate externally to the customer group when the main station line is busy.

#### CALL FORWARDING - BUSY INTERNAL - OPTIONAL (CBI)

Allows separate forwarding to directory numbers to be assigned for calls that originate internally to the customer group when the main station line is busy.

#### CALL FORWARDING - BUSY - UNRESTRICTED - OPTIONAL (CBU)

Forwards all calls while station is busy on another call.

#### <u>CALL FORWARDING - DENIED - OPTIONAL (DCF)</u>

Denies the ability to call forward calls.

#### CALL FORWARDING-DON'T ANSWER-EXTERNAL-OPTIONAL (CDE)

Allows separate forwarding to directory numbers to be assigned for calls that originate externally to the customer group when the main station line is not answered.

#### CALL FORWARDING-DON'T ANSWER-INTERNAL-OPTIONAL (CDI)

Allows separate forwarding to directory numbers to be assigned for calls that originate internally to the customer group when the main station line is not answered.

### CALL FORWARDING-DON'T ANSWER-UNRESTRICTED-OPTIONAL (CDU)

This feature allows the main station line to ring until the call is answered or abandoned.

### CALL FORWARDING-DON'T ANSWER-VARIABLE TIMER-OPTIONAL (CFDV)

Forwards incoming calls that are not answered within a time prescribed by the customer group.

#### CALL FORWARDING - DON'T ANSWER - OPTIONAL (CFD)

Forwards incoming calls that are not answered within a time prescribed by the customer group.

#### <u>CALL FORWARDING - FIXED – OPTIONAL (CFF)</u>

Forwards incoming calls that are not answered within a predetermined number of ringing cycles.

### <u>CALL FORWARDING - INTRAGROUP – OPTIONAL (CFI)</u>

The main station line can forward calls to remote stations within the same customer group.

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#### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

#### 8.3 Definitions (Cont'd)

#### CALL FORWARDING - SIMULTANEOUS - OPTIONAL (CFS)

The main station line can forward calls, up to five remote stations will ring simultaneously.

#### CALL FORWARDING - UNIVERSAL (CFU)

The main station line can forward calls to any locations inside or outside the customer group including long distance.

#### CALL HOLD - BASIC (CHD)

Call Hold allows a main station line user to place any call involving their main station line on hold by flashing and dialing a special code. The main station line is then free to originate another call. The first call is retrieved by dialing the hold code a second time.

#### CALLING LINE IDENTIFICATION – OPTIONAL (CLI)

Allows business sets with displays to display the type of incoming call and anticipate the incoming caller's needs.

#### CALLING LINE IDENTIFICATIONS WITH FLASH – OPTIONAL (CLF)

Allows business sets with displays to display the type of incoming call and anticipate the incoming caller's needs. Also provides a "flash" indicator.

#### CALL PARK - BASIC (PRK)

Call Park allows the attendant to park calls against any directory number in the attendant customer group. The parked call may be retrieved from any station by dialing the feature access code for retrieval plus the directory number.

#### CALL PICKUP - BASIC (CPU)

Call Pickup allows a main station line user to answer calls directed to another main station line within the same preset call Pickup group.

#### CALL TRANSFER - BASIC (CXR)

Call Transfer provides for the transfer by a Meridian Digital Centrex station of calls. The Call Transfer feature is needed in addition to Three-Way Calling if the station's type of call transfer is different from the call transfer type selected for the customer's group.

### CALL WAITING - OPTIONAL (CWT)

With this feature, an incoming call encountering a busy station receives audible ringing, while the called, busy station receives a call waiting tone.

#### CALL WAITING - DIAL - OPTIONAL (CWD)

The Dial Call Waiting (DCW) feature provides the ability for originating main station lines to invoke call waiting service on selected intragroup calls by dialing an access code followed by the extension number of the main station to be called waited.

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### 8. <u>Meridian Digital Centrex Service</u> (Contd')

#### 8.3 Definitions (Cont'd)

#### CALL WAITING - EXEMPT - OPTIONAL(CWX)

Call Waiting Exempt allows a called station to be exempt from Dial Call Waiting and Call Waiting Originating.

#### CALL WAITING - INTRAGROUP - OPTIONAL (CWI)

As an additional feature, Call Waiting Intragroup can be assigned to any line that has the basic Call Waiting feature. (CWT)

### <u>CALL WAITING - ORIGINATING - OPTIONAL (CWO)</u>

Call Waiting - Originating allows an equipped main station line to send the Call Waiting tone to any busy main station line in the system.

#### CAMP-ON (MBSCAMP)

Enables the MBS user - when transferring a call to a busy line - to place the calling party on hold (i.e. camped on) against the busy party's line until that party is free.

#### CONFERENCE CALLING - FLEXIBLE STATION - BASIC (CNF)

Conference Calling - Station allows a main station user to establish a conference connection of up to six conferees (including the originator) without the aid of the attendant.

#### **CUSTOMER GROUP**

A Customer Group is that portion of the memory storage in the serving central office that contains the features for a specific system.

#### DENIED INWARD DIAL - OPTIONAL (DIN)

This feature prevents a station assigned with Denied Inward dial to be called from outside the customer group.

#### DIAL CODE SENDING (CODE CALLING) FEATURE – OPTIONAL (CCE)

Code Calling provides dial access to customer-premises located code calling equipment by main station line attendant access and tie lines by a Meridian Digital Centrex system. The dialed two or three digit code activates signaling devices on the customer's premises to produce a coded signal, corresponding to the dialed code. The called party, upon recognition of the signal, is automatically connected to the calling party by dialing a special code from any main station line in the system.

#### **DIRECT OUTWARD DIALING - BASIC**

Outward calls may be dialed directly from any unrestricted main station line served by the Meridian Digital Centrex main switching equipment without the help of an attendant.

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#### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

#### 8.3 Definitions (Cont'd)

#### DIRECTED CALL PARK – OPTIONAL (DCPK)

Directed Call Park is an enhancement of the Call Park feature: It allows Meridian Business Sets and other Meridian Digital Centrex stations to park a call against the directory number call appearance.

#### DIRECTED CALL PICKUP BARGE-IN – OPTIONAL (DCBI)

This feature allows calls directed to main station line with the Directed Call Pickup feature to be answered by any main station line in the group. This is accomplished by dialing an access code followed by the extension number of the main station line to which the call was directed. If the main station line has already answered, a three-way connection is established.

#### DIRECTED CALL PICKUP BARGE-IN EXEMPT – OPTIONAL (DCBX)

Directed Call Pick-up with Barge-in Exempt allows a called station to be exempt from Directed Call Pick-up with Barge-in.

#### DIRECTED CALL PICKUP NONBARGE-IN – OPTIONAL (DCPU)

The Directed Call Pick-up - Nonbarge-In feature allows a Meridian Digital Centrex main station line user to pick up an unanswered call to another main station line equipped with Directed Call Pickup by dialing a special answer code plus the number of the main station line being rung. If the main station line being rung has already answered, busy tone will be returned to the main station line user dialing the answer code and station line number.

#### DIRECTED CALL PICKUP NONBARGE-IN EXEMPT – OPTIONAL (DCPX)

Directed Call Pick up - Nonbarge-in Exempt allows a called station to be exempt from Directed Call Pick up - Nonbarge-in.

#### DIRECT INWARD DIALING - BASIC (DID)

Incoming calls from the exchange or toll network may be dialed directly to any called main station line served by the Meridian Digital Centrex main switching equipment without the help of an attendant.

#### DIRECTORY NUMBER (DN)

A station line arranged to originate or receive local and toll calls either directly or through an attendent but uses the line equipment number and cable pair assigned to primary directory number assigned the station that the directory number appears in.

#### **DIRECTORY NUMBER HUNT (DNH)**

The hunt group can be accessed by dialing the main number (Pilot Directory Number) or one of the hunt group members. Hunting is sequential starting at the number dialed and ending at the last number in the hunt group.

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#### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

#### 8.3 Definitions (Cont'd)

#### **DISTINCTIVE RINGING - BASIC**

Distinctive ringing is furnished to indicate the source of calls to idle main station lines.

#### DISTRIBUTED LINE HUNTING – OPTIONAL (DLH)

Only a pilot Directory Number (DN) is associated with this type of hunt group. Hunting starts after the first idle line found by the previous hunt and continues until the starting point of the hunt is reached. DLH is assigned to groups requiring an equal distribution of calls.

#### DO NOT DISTURB - BASIC (DND)

This feature includes the following capabilities:

- Selected Single-Station Diversion:
   The attendant can cut off a single station from receiving Direct Inward Dialing DID) and station-to-station calls.
- Selected-Group Station Diversion:
   The attendant can prevent selected groups of stations from receiving DID and station-to-station calls. A group usually consists of a hospital ward or floor.
- All Stations Diversion:
   The attendant can prevent all stations that are organized into diversion groups from receiving DID and station-to-station calls.
- Attendant Completion of Calls to Diverted Station: While any one of the forms of diversion are active, the attendant has override capability and can complete a call to the affected station.

### EXECUTIVE BUSY OVERRIDE - OPTIONAL (EBO)

EBO allows a station user to gain access to a busy station within the same system. An EBO warning tone is transmitted to the called station and then a 3-way call is established.

### EXECUTIVE BUSY OVERRIDE EXEMPT – OPTIONAL (EBX)

Executive Busy Override Exempt allows a called station to be exempt from Executive Busy Override.

### GROUP INTERCOM - OPTIONAL (GIC)

This feature enables a customer to terminate on a member of a predesignated group by using abbreviated dialing.

### **HOSPITAL COMMUNICATIONS FEATURES - ATTENDANT**

Do Not Disturb (DND) permits stations to be denied from receiving Direct Inward Dialing (DID) and station-to-station calls.

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#### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

#### 8.3 Definitions (Cont'd)

#### **INTERCEPT - BASIC**

Intrasystem and incoming network calls dialed to unassigned numbers are routed to recorded announcements.

#### INTERCOM – OPTIONAL (ICM)

The Intercom feature allows a customer to directly terminate on a predesignated set by pressing the intercom key on a Business Set.

#### **INTERPOSITION TRANSFERS - ATTENDANT**

This feature allows an attendant to call and speak to another attendant and to transfer a call to another attendant.

#### KEY SET MUSIC ON HOLD (KSMOH)

This feature extends the music-on-hold capability to calls that terminate on Meridian Business Sets (MBS's). When a call is put on hold, the caller hears music, announcement, silence or a combination of the three treatments.

### KEY SHORT HUNT - OPTIONAL (KSH)

Key Short Hunt permits incoming calls to hunt over a set of directory number appearances in search of an idle DN on which to terminate.

#### LAST NUMBER REDIAL – BASIC (LNR)

This feature allows a main station line user to redial his last called number by pressing a single key.

#### MAIN STATION LINE

A Main station line connects terminal equipment to the serving central office.

### MAKE SET BUSY – BASIC (MSB)

This feature on a Business Set allows directory number (DN) appearances - excluding private business lines and Multiple Appearance Directory Number (MADN) group members, and call terminations, such as call waiting calls, camp-on and busy override - to be made busy to incoming calls.GENERAL SUBSCRIBER SERVICES TARIFF

### MALICIOUS CALL HOLD - OPTIONAL (MCH)

This feature allows a Business Set to hold a connection on the DMS-100, enabling the call to be traced back to the originating party.

#### MESSAGE WAITING – OPTIONAL (MWT)

Allows the set to receive messages from the message center and dial the MCDN (Message Center DN) to retrieve the messages. The message waiting lamp will flash to indicate there is a message/call request to be retrieved. Available only on 2500 sets.

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### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

### 8.3 Definitions (Cont'd)

### MESSAGE WAITING - STANDARD - OPTIONAL (MWTS)

Allows the set to receive messages from the message A center and dial the MCDN (Message Center DN) to retrieve the messages. Stuttered dial tone notifies the station that there is a message/call request to be retrieved. Available on MBS and 2500 sets.

### MESSAGE WAITING - MWL OPTIONAL (MWTM)

Allows the set to receive messages from the message center and depress the MWT key to retrieve the messages. The message waiting lamp will flash to indicate there is a message/call request to be retrieved. Available only on MBS.

#### MESSAGE WAITING INDICATOR

The message-waiting lamp provides users of 500/2500 or Unity telephone sets with visual indication that a message is being held at the message center.

#### MISCELLANEOUS LINE TERMINATIONS

Miscellaneous lines are those lines not basic to the system; such as Tie Lines, WATS, Foreign Exchange CCSA, etc., which require Meridian Digital Centrex switching capabilities in order to function with Meridian Digital Centrex service.

### MULTI-LINE HUNT GROUP – OPTIONAL (MLH)

Only a pilot DN is associated with this type of hunt group. Hunting is sequential (i.e. starts at the first line assigned to the pilot DN and ends at the last line.)

### NETWORK CLASS OF SERVICE(NCOS)

This feature provides the capability to allow or deny types of calls to a station on both an incoming and an outgoing basis.

#### NIGHT SERVICE (NSVC)

Allows any station in the customer group to answer an incoming call by dialing a code.

### PERMANENT HOLD – BASIC (HLD)

Permanent hold allows a main station user to place any call involving their main station line on hold by flashing the switchhook and dialing a special code. When permanent hold is activated no calls can be originated or terminated from the main station line.

#### PRIMARY DIRECTORY NUMBER (PDN)

A station line arranged to originate or receive local and toll calls either directly or through an attendant and is assigned a specific line equipment number (LEN) and cable pair.

### PRIVACY RELEASE – BASIC (PRL)

Privacy Release Conference Control enhances the Multiple-Appearance Directory Number (MADN) feature by providing more flexibility for conferencing capabilities.

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### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

### 8.3 Definitions (Cont'd)

#### **OUERY BUSY STATION – OPTIONAL (OBS)**

Through the Query Busy Staiton feature, groups of up to 128 Business Sets can query the busy/idle status of one designated station within the group.

#### QUERY TIME & DATE – BASIC (QTD)

This feature provides the current time and date on a Business Set display. Time is displayed using the 24-hour clock format, and date is displayed by year, month, and day.

### RANDOM MAKE SET BUSY – OPTIONAL (RMB)

See Make Set Busy

### RING AGAIN – BASIC (RAG)

Ring Again permits a main station line user who attempts an intercommunication call to a busy main station line to be automatically connected to that line when both called and calling lines are subsequently idle.

### SPECIAL ACCESS CODE ACCESS – OPTIONAL (SAC)

Allows Centrex stations to access special access lines such as WATS, FX, etc., by dialing a code.

### SPEED CALLING SHORT - BASIC (SCS)

Lets the main station line place calls to a list of frequently called numbers by dialing a speed-calling code consisting of an asterisk (\*) plus one or two digits, instead of dialing all digits of the desired number. A short list consists of a maximum of ten stored numbers.

### SPEED CALLING LONG - OPTIONAL (SCL)

Lets the main station line place calls to a list of frequently called numbers by dialing a speed-calling code consisting of an asterisk (\*) plus two digits, instead of dialing all digits of the desired number. A long list consists of a 30, 50 or 70.

### SPEED CALLING USER - BASIC (SCU)

A speed calling user is the member of a speed calling group that shares the same list of numbers.

#### STATION IDENTIFICATION

An itemized list of toll calls is shown on the toll bill with the number of each originating main station line.

### STATION MESSAGE DETAIL RECORDING - OPTIONAL (SMDR)

Station Message Detail Recording (SMDR) is an arrangement to provide a record by main station line number of originating intercity traffic routing over dial type lines, WATS, CCSA, Interexchange Carrier access lines and /or the toll network.

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### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

### 8.3 Definitions (Cont'd)

#### STATION NUMBER CORRELATION

Permits main station line numbers to be the same as numeric room numbers, where facilities permit.

#### THREE-WAY CONFERENCE – BASIC (3WC)

Allows a station user to add a third party to an existing two-party conversation.

### **TOLL RESTRICTION - BASIC**

Toll Restriction automatically denies a Meridian Digital Centrex station direct dialing access to the long distance message network. Station users attempting to place such calls will receive an announcement to indicate that access is denied.

### TWO WAY SPLITTING - ATTENDANT

Allows attendant to talk privately with either the calling party or the called party.

#### UNIFORM CALL DISTRIBUTION – OPTIONAL (UCD)

Uniform Call Distribution provides an even distribution of incoming network and intercom calls among the individual main station lines of a hunt group and includes Circular Hunt.

### 8.4 Intercept of Calls to Unassigned Station Lines

- 8.4.1 Incoming calls from the exchange and toll networks to unassigned station lines are intercepted by the same standard central office recorded announcement equipment used to intercept such calls for exchange services. The announcement provided states that the number called is not in service.
- 8.4.2 Intercommunicating calls to unassigned station lines are intercepted by central office recorded announcement equipment which is common to all Meridian Digital Centrex systems served out of the same office. The announcement states that the number is not in service and advises that the attendant or the directory of the caller's system should be consulted.

### 8.5 <u>Main Station Lines</u>

#### 8.5.1 General

The Main Station line consists of all facilities including intercommunication and outside plant facilities from the central office switching equipment to the network interface device at the customer precise.

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- 8. <u>Meridian Digital Centrex Service</u> (Cont'd)
  - 8.5 Main Station Lines (Cont'd)
    - 8.5.2 <u>Regulations</u>
      - 8.5.2.1 The rates and charges specified herein for main station lines are applicable to each main station termination to which an instrument can be connected.
      - 8.5.2.2 Service Charges as specified in Section 3.1.2.3 of this Tariff apply to all customer-requested moves, changes, removals, rearrangements and maintenance of premise wiring performed by the Company on the customer's premises.
      - 8.5.2.3 Rates for the main station lines of Meridian Digital Centrex customers will be based on the following criteria:
        - Basic Local Exchange Service
           As applicable in Section 8.2.2 of this Tariff.
        - b. Primary Directory Number (PDN)
          Applies per main station line.
        - c. Directory Number

          Applies to each station that it appears on if it shares the line equipment number of the primary directory number.
        - d. Touch Tone Calling
          Rates in Section 3.1.2.1 of this Tariff are applicable.
        - e. Additional Directory Listings
          Apply same rates as specified in Section 3.3of this Tariff.
        - f. End User Access Charge
          Apply rates as outlined in the NECA Tariff.
        - E911 Charge
           Apply rates as specified in Section 3.4 of this tariff.

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### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

### 8.6 Basic Features

### 8.6.1 General

The Basic Feature Package are features offered for Meridian Digital Centrex customers and are included in the rate for the Primary Directory Number (PDN).

### 8.6.2 <u>Regulations</u>

8.6.2.1 Each main station line can select features listed in the Basic Feature Package at no additional monthly charge.

### 8.6.2.2 The Basic Features are as follows:

a.	Automatic Answerback	XAAB
b.	Automatic Dial	XAUD
C.	Automatic Route Selection (ARS)	XARS
D.	Call Hold	XCHD
E.	Call Park	XPRK
F.	Call Pick-up	XCPU
G.	Call Transfer	XCXR
H.	Conference Calling - Flexible Station	XCNF
i.	Direct Inward Dialing	N/A
j.	Direct Outward Dialing	N/A
k.	Distinctive Ringing	N/A
1.	Intercept	N/A
m.	Key Set Music on Hold	XKSMH
n.	Last Number Redial	XLNR
0.	Make Set Busy	XMSB
p.	Permanent Hold	XHLD
q.	Privacy Release	XPRL
r.	Query Time & Date	XQTD
s.	Ring Again	XRAG
t.	Speed Calling - Short List	XSCS
u.	Speed Calling User	XSCU
v.	Three-Way Conference	X3WC
w.	Toll Restriction	N/A

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### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

### 8.7 Optional Features

- 8.7.1 General
  - 8.7.1.1 Optional Features can be added to the basic feature package.
  - 8.7.1.2 Each optional feature has a separate rate that is applicable on each Primary Directory Number (PDN).
- 8.7.2 Regulations
  - 8.7.2.1 Optional features selected must be compatible with the basic features selected.
  - 8.7.2.2 Optional features are as follows:
    - a. Automatic Line
    - b. Authorization Code
    - c. Call Forwarding Busy
    - d. Call Forwarding Busy External
    - e. Call Forwarding Busy Internal
    - f. Call Forwarding Busy Unrestricted
    - g. Call Forwarding Denied
    - h. Call Forwarding Don't Answer External
    - i. Call Forwarding Don't Answer Internal
    - j. Call Forwarding Don't Answer Unrestricted
    - k. Call Forwarding Don't Answer Variable Timer
    - 1. Call Forwarding Fixed
    - m. Call Forwarding Intragroup
    - n. Call Forwarding Simultaneous
    - o. Call Forwarding Universal
    - p. Calling Line Identification
    - q. Calling Line Identification with Flash
    - r. Call Waiting
    - s. Call Waiting Originating
    - t. Call Waiting-Dial
    - u. Call Waiting Exempt
    - v. Call Waiting Intragroup
    - w. Camp-On
    - x. Denied Inward Dial
    - y. Dial Code Sending (Code Calling)
    - z. Directed Call Park

### Informational Tariff

Local Exchange Services T.R.A. No. 2

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#### 8. Meridian Digital Centrex Service (Cont'd)

#### 8.7 Optional Features (Cont'd)

#### 8.7.1 Regulations (Cont'd)

### 8.7.2.1 Optional features are as follows (Cont'd):

vv.

aa.	Directed Call Pickup Barge-in
bb.	Directed Call Pickup Barge-in Exempt
	1 0 1
cc.	Directed Call Pickup NonBarge-in
dd.	Directed Call Pickup NonBarge-in Exempt
ee.	Directory Number Hunt
ff.	Distributed Line Hunting
gg.	Executive Busy Override
hh.	Executive Busy Override Exempt
ii.	Essential Line Service
jj.	Group Intercom
kk.	Intercom
11.	Malicious Call Hold
mm.	Message Waiting - 2500
nn.	Message Waiting - Standard - 2500/MBS
00.	Message Waiting - MWL MBS
pp.	Multi-Line Hunt Group
qq.	Query Busy Station
rr.	Special Access Code Access
SS.	Random Make Set Busy
tt.	Speed Calling Long
uu.	Station Message Detail Recording

#### **Attendant Features** 8.8

#### 8.8.1 General

Attendant features are offered in conjunction with attendant consoles. The customer must subscribe to three (3) main station lines equipped with MDC for connection of attendant console.

Uniform Call Distribution

#### 8.8.2 Regulations

8.8.2.1 Central office attendant console operation is offered where all console functions are performed at the expense of the subscriber utilizing compatible terminal equipment.

### Informational Tariff

Local Exchange Services T.R.A. No. 2

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### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

- 8.8 Attendant Features (Cont'd)
  - 8.8.2 <u>Regulations</u> (Cont'd)
    - 8.8.2.2 The Attendant feature charge for Console Operation (requires compatible terminal equipment) includes the following attendant features.
      - 1. Access to Paging
      - 2. Attendant Autodial
      - 3. Attendant Camp-on Mode Options
      - 4. Attendant Conference
      - 5. Attendant Control of Trunk Group Access
      - 6. Attendant Group Access Control
      - 7. Attendant Message Waiting
      - 8. Attendant to Recorded Announcement
      - 9. Automatic Recall
      - 10. Busy Verification Stations/Trunks
      - 11. Call Hold
      - 12. Call Park/Unpark
      - 13. Call Transfer
      - 14. Call Waiting
      - 15. Camp on
      - 16. Code Call Access
      - 17. Conference Use Control
      - 18. Distinctive Ringing
      - 19. Distribution of Calls
      - 20. Do Not Disturb
      - 21. Flexible Console Alerting
      - 22. Group Trunk Busy
      - 23. Hospital Communication Feature
        - A. Hospital Communication Feature requires the provision of a console by the customer.
          - 1. Do Not Disturb
      - 24. Interposition Transfers
      - 25. Lockout
      - 26. Night Service
      - 27. Position Busy
      - 28. Two Way Splitting
      - 29. Secrecy
      - 30. Serial Call
      - 31. UCD/Console

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### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

### 8.9 Business Set Line

### 8.9.1 General

Access to features via business set station equipment will be provided according to compliance with the interface specifications for the serving central office.

### 8.9.2 Regulations

- 8.9.2.1 Each station location will require a main station line charge and a Business Set Line Charge.
- 8.9.2.2 Main station lines terminated in business sets must be via non loaded facilities.
- 8.9.2.3 Each main station set must have a primary Directory Number (PDN) associated with it.
- 8.9.2.4 Features associated with the business set will be charged per main station.
- 8.9.2.5 Features assigned to keys on a business set must also have the feature assigned to the main station line.

**MONTHLY** 

DATE

TICOC

- 8.9.2.6 Business Set Line Charges are separated into two categories:
  - a. Business Set Line Basic
  - b. Business Set Line Display

### 8.10 Rates and Charges

### 8.10.1 Main Station Lines

		KAIE	<u>030C</u>
(1)	Basic Local Exchange Service	-	-
	a. Service as applicable in		
	in Section 3.1 of this Tariff.	-	-
(2)	Primary Directory Number	1.71	XPDN
	a. PDN charge per main station line.		
	Includes features in Basic Feature Package.		

### Informational Tariff

Local Exchange Services T.R.A. No. 2

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						Original
8.	Meridia	an Digital	Centrex S	Service (Cont'd)		
	8.10	Rates a	nd Charge	s (Cont'd)		
		8.10.1	Main Sta	ntion Lines (Cont'd)	MONTHLY	
			(3)	Directory Number (DN)  a. DN charge per directory number when number does not appear as a primary directory number on another station.	<u>RATE</u> 3.00	<u>USOC</u> XDN
			(4)	Touch Tone Calling a. No charge.	0.00	XDGT
			(5)	Additional Directory Listings a. Apply same rates as outlined in Section 3.3 of this tariff.	-	-
			(6)	End User Access Charge a. Apply rates as outlined in NECA Tariff	-	-
			(7)	E911 Charge a. Apply rates as specified in	-	-

Section 3.4 of this tariff.

### Informational Tariff

Local Exchange Services T.R.A. No. 2

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### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

### 8.10 Rates and Charges (Cont'd)

### 8.10.2 Basic Features

8.10.2	Basic Features  Basic Features are included in the rate for the PDN charge-reference Section 8.6.2.2 for list of features  Optional Features	MONTHLY <u>RATE</u> -	USOC As applies
	<del></del>		
	1. Automatic Line	.26	XAUL
	2. Authorization Code	.26	XAUTH
	3. Call Forwarding Busy	.26	XCFB
	4. Call Forwarding Busy External	.26	XCBE
	5. Call Forwarding Busy Internal	.26	XCBI
	<ol><li>Call Forwarding Busy Unrestricted</li></ol>	.00	XCBU
	<ol><li>Call Forwarding Denied</li></ol>	.26	XDCF
	8. Call Forwarding Don't Answer	.26	XCFD
	<ol><li>Call Forwarding Don't Answer External</li></ol>	.26	XCDE
	10. Call Forwarding Don't Answer Internal	.26	XCDI
	11. Call Forwarding Don't Answer Unrestricted	00. h	XCDU
	12. Call Forwarding Don't Answer		
	Variable Timer	.00	XCFDV
	13. Call Forwarding Fixed	.26	XCFF
	<ol><li>Call Forwarding Intragroup</li></ol>	.26	XCFI
	15. Call Forwarding Simultaneous	.26	XCFS
	16. Call Forwarding Universa	3.00	XCFU
	17. Call Transfer All-Outside Group	20.00	XCTAL
	18. Calling Line Identification	.26	XCLI
	19. Calling Line Identification with Flash	.26	XCLF
	20. Call Waiting	.26	XCWT
	21. Call Waiting - Dial	.26	XCWD
	22. Call Waiting - Exempt	.26	XCWX
	23. Call Waiting - Intragroup		
	(must have XCWT)	.00	XCWI
	24. Call Waiting Originating	.26	XCWO
	25. Camp-On	.26	XCAMP
	26. Denied Inward Dialing	.26	XDIN
	27. Dial Code Sending (Code Calling)	.26	XCCE
	28. Directed Call Park	.26	XDCPK

### Informational Tariff

Local Exchange Services T.R.A. No. 2

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### 8. <u>Meridian Digital Centrex Service</u> (Cont'd)

### 8.10 Rates and Charges (Cont'd)

### 8.10.3 Optional Features (Cont'd)

	(====,	MONTHLY	
		<b>RATE</b>	<u>USOC</u>
29.	Directed Call Pickup Barge-in	.26	XDCBI
30.	Directed Call Pickup Barge-in Exempt	.26	XCDBX
31.	Directed Call Pickup NonBarge-in	.26	XDCPU
32.	Directed Call Pickup NonBarge-in Exemp	t .26	XDCPX
33.	Directory Number Hunt	.26	XDNH
34.	Distributed Line Hunting	.26	XDLH
	Executive Busy Override	.26	XEBO
36.	Executive Busy Override Exempt	.26	XEBX
37.	Essential Line Service	.26	XESL
38.	Group Intercom	.26	XGIC
39.	Intercom	.26	XICM
40.	Key Short Hunt	.26	XKSH
41.	Malicious Call Hold	.26	XMCH
42.	Message Waiting (w/lamp 2500 only)	7.91	XMWT
43.	Message Waiting Standard		
	(Stuttered dial tone to 2500/MBS)	.00	<b>XMWTS</b>
44.	Message Waiting-MWT		
	(w/lamp MBS only)	.00	<b>XMWTM</b>
45.	Multi-Line Hunt Group	.26	XMLH
46.	Night Service	21.00	XNSVC
47.	Paging Access	21.00	XPAGE
48.	Query Busy Station	.26	XQBS
49.	Random Make Set Busy	.26	XRMB
50.	Special Access Code Access	27.00	XSAC
51.	Speed Calling Long - 30 numbers	.26	XSCL3
52.	Speed Calling Long - 50 numbers	.52	XSCL5
53.	Speed Calling Long - 70 numbers	.78	XSCL7
54.	Station Message Detail Recording	2.01	XSMDR
55.	Uniform Call Distribution	.26	XUCD

### Informational Tariff

Local Exchange Services T.R.A. No. 2

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#### 8. Meridian Digital Centrex Service (Cont'd)

#### 8.10 Rates and Charges (Cont'd)

#### 8.10.4 <u>Attendant Features</u>

MONTHLY

**RATE** USOC 69.15

The Recurring Monthly rate includes the features outlined in Section 8.8.2.2 of this tariff on a per console basis. **XCONS** 

#### 8.10.5 **Charges for Terminal Equipment**

Meridian Digital Centrex based upon current availability with pricing on ICB.

#### 8.10.6 **Installation Charges**

The Meridian Digital Centrex installation charges are in addition to regular Simple Premises Work Charges, Service Connection Charges, move, change and installation charges covered in Section 3.1.2.3.1 of this tariff.

	SO charge	Variable	XMDCC
	Current Labor Rate x man hours plus		
	Per group		
3.	Group Changes/Additions/Deletions-		
2.	Changes/Additions/Deletions - per line	9.00	XMDCC
1.	Initial Installation - per main line	18.00	XMDCI

#### 8.10.7 Cancellation of Order

- 8.10.7.1 Where an order for Centrex service is cancelled after the installation of the required equipment and facilities, but before service is established, termination charges may be applied as if the service had actually been established.
- 8.10.7.2 When an order is cancelled before the installation is completed all expenses incurred in connection with the handling of the request before notice of cancellation is received may be billed to the subscriber: such charge, however, is not to exceed all charges applicable if the service had been installed.



April 27, 2009

Darlene Stanley Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505

RE: Docket No. 09-00046

Dear Ms. Stanley:

Attached is the Informational Tariff as requested per letter dated April 14, 2009. We request this tariff be identified as T.R.A. No. 2, Local Exchange Services. Advantage Cellular Systems has a Message Toll Services tariff (T.R.A. No. 1) that was approved in 2001.

If you have any questions or require additional information, please contact me at 615-464-2215.

Respectfully,

Gary Hancock

**Chief Operating Officer** 



April 22, 2009

Darlene Stanley Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505

RE: Docket No. 09-00046, Letter dated April 14, 2009

Dear Ms. Stanley:

Please be advised that Advantage Cellular Systems, Inc. (ASCI) does understand and agrees to comply with the toll free county wide calling requirements as codified in Tennessee Code Annotated 65-21-114. In fact, when ACSI's parent company DeKalb Telephone Cooperative, Inc. began offering long distance services, Federal Communications Commission rules required that such services be provided through a separate entity. Since 2001, ACSI is the entity through which these services have been provided. In this capacity, ACSI has become particularly knowledgeable in the distinctive requirements of EAS, local and long-distance calling applications.

If you have any questions or want additional clarification, please contact me at 615-464-2303.

Respectfully,

Leslie Greer

CEO



April 27, 2009

Darlene Stanley Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505

RE: Docket #0900046

Dear Ms. Stanley:

The intent of this letter is to assure the TRA the regulatory obligations and commitments as noted in Rule 1220-4-8-.04 are being adhered to and will continue to be met with the same engagement as being exhibited by our company at the present.

Upon receipt of CLEC certificate, incumbent local exchange companies will be identified and proper interexchange agreements will be initiated. USF interconnect rules will be adhered to as well as non-discriminatory business rules. We agree to comply with basic service standards as defined in all applicable rules and decisions of the Authority.

Directory Listings – Listings will be automatically added in our white pages unless you request non-published listing as stated in our directory on page titled **Customer Information** – refer to attachment "A".

Access to directory assistance is published in our directory under page titled **DeKalb Telephone** Cooperative, Inc. dba DTC Communications – refer to attachment "B".

E911 -We provide E911 and 911 services to all counties we serve with proper notification and collections procedures as mandated. We also provide to customers a non-emergency phone number as well as the rates charged by each county under page titled **Emergency Numbers** and page titled **DeKalb Telephone Cooperative dba DTC Communications.** Refer to attachment "C" and Attachment "B".

Tennessee Dual Party Relay Center and Telecommunications Devices Access Program (TDAP) will be published in our phone directory under **Customer Assistance Programs** in the front section. Refer to attachment "D".

Lifeline Assistance/Link Up is presented to the public by publishing in the phone directory under page titled Customer Assistance Programs, required notice posting in each of our offices, published in area newspapers annually and periodic contacts with participating agencies in our area to assure they have an ample supply of handouts. We also participate in resource information fairs by providing exhibits and also mail bill inserts as required by TRA. Refer to attachment "D".

We also comply with the "do not call list" and other telemarketing statutes and regulations by publishing in our directory under the page titled Consumer Rights. Refer to attachment "E".

Free 900 blocking will be provided as stated in our phone directory under title of **Billing Rights** – refer to attachment "F".

We will provide equal access to all authorized inter and intraLATA long distance providers, unless otherwise exempted by the Authority.

We agree to comply with continuing to meet the requirements by providing educational discounts already in existence since 1995 in rules set forth by the TRA.

If you have any questions or need additional information, I can be reached at 615/464-2238 or by e-mail <a href="mailto:susiec@dtccom.net">susiec@dtccom.net</a>.

Sincerely,

Sue Collins Office Manager

Attachments

### **Customer Information**

### Recognizing Telephone Company Employees

Employees are normally dressed in a DTC uniform or have a name badge. Company service vehicles display DTC logos on the doors. You are encouraged to call our office at 615-529-2955 any time you have concerns about our employees or vehicles.

### **Directory Information**

Looking for more business? Advertise in the telephone company's Yellow Pages. Call your local service office for information.

Additional local directories may be obtained at your service office at a minimal charge.

Foreign directories (for areas other than those served by DTC) may be purchased through AT&T Directory Sales Center at 1-800-682-4000. Local directories are not available through this service.

#### **Directory Listings**

Your name will automatically be added to our white pages when you have a phone installed unless you ask for an Unlisted Number.

For a small monthly charge, you can add other phone numbers if you wish:

Additional Residence Listings are for other names in your household.

Additional Business Listings can put your name as well as your business' name in the White Pages.

Alternate Call Listings give another phone number for after-hours calls or if there is no one to answer at the first phone number.

Every effort is made to make the directory as accurate as possible. If an error occurs, please advise the service office so the listing can be corrected in future directories.

### **Number Changes**

The telephone company reserves the right to and may, at its discretion, change the customer's telephone number.

### Rates & Policies

Copies of our rules and regulations and schedules of rates are available at our service office and are open to public inspection.

### Use Of Residence Telephones For Business Purposes

Residence telephones are installed with the understanding that they will be used for normal social or domestic purposes. A residence telephone will be changed to business service if used primarily or substantially for business purposes, or, if the residence telephone number is advertised in connection with the sale of products or services.

### **Handling Unwanted Phone Calls**

If you're bothered by harassing or anonymous phone calls, try these techniques to discourage them.

Always hang up immediately at the first obscene word or if the person on the other end of the line doesn't respond after you've said "hello" twice.

Don't talk to the caller. This is what he or she wants you to do.

Don't give out any information or let the caller know if you're alone. Teach your children to say, "Mom or Dad can't come to the phone. May I take a message?"

If the problem occurs continuously over an extended period, you should report it to your local law enforcement agency. Keep a record of the days and times of the calls, and note the caller's sex, voice, accent and comments. This information could assist the police.

It is a crime to make harassing, obscene or anonymous phone calls under both federal and state laws. (Refer to page 33 for information on Call Tracing, Reference pages 50-51 for information on State and Federal Do-Not-Call Programs).

### **Prosecuting Fraudulent Callers**

It is illegal for another person to charge long distance calls to your number or calling card without your permission. People using unauthorized calling cards or phone numbers to avoid charges are subject to prosecution and may be imprisoned, fined or both.

### **Calling Number Delivery FCC Regulations**

FCC rules require the telephone companies to transmit the calling party's telephone number to the called party on all interstate calls and to allow the customer to choose not to send this information on a call by call basis.

If you do not wish to have your telephone number revealed to the individual you are calling, you must first dial \*67 from a touch tone telephone or 1167 from a rotary telephone before placing your call.

# DeKalb Telephone Cooperative Inc. dba DTC Communications

DeKalb Telephone Cooperative Inc (DTC) has been the local telephone company serving areas in Alexandria, Auburntown, Gordonsville, Liberty, Milton, Norene, Smithville, Temperance Hall, Woodbury, and Woodland since 1951. We were created by local citizens to bring basic telephone service to these rural areas at a time when none existed owing to the higher costs and lack of profits in servicing rural areas of Tennessee.

We have served and endeavor to continue to serve, both residential and commercial customers in our rural communities with quality telecommunications services at competitive rates.

In addition to our basic telephone services, we bring advanced telecommunications services to our rural communities, including wireless service, internet access, high speed data services, special calling features, voice mail and TV. Our basic services are comprised of several components, which, at a minimum, include those listed under "Customer Services" on this page.

### **Customer Services**

Single party voice grade

access to the public

network. Including

These services are available to all consumers who become members of DTC Communications. The costs associated with each are reflected each month on the regular telephone bill along with other charges for services provided by DTC. The services listed are only those that DTC must offer and advertise in order to be eligible for federal and state funding that is used to offset the high cost of serving rural areas and bring affordable telephone services to residents and businesses of shown areas. Other services are available by contacting DTC's office at 615-529-2955.

Service Provided	<u>Monthly Charges</u>		
	Residence	Business	

unlimited local calls (All exchanges)	\$12.75	\$21.00
Touchtone service (Free with Bank Draft)	\$1.50	\$1.75
Access to emergency 911 services County mandated surcharge:		
Cannon	1.50	3.00
Coffee	.40	1.50
DeKalb	.65	2.00
Rutherford	.50	1.52
Smith	.65	2.00
Warren	1.00	3.00
Wilson	.55	1.67

#### Access to operator services

There is no direct charge from DTC Communications for the ability to call the operator; however, the call does involve charges depending on the service requested and the rates of the company whose operator handled the call.

#### Access to directory assistance

Callers may access local, interlata and interstate directory assistance. Charges will apply at the tariffed rate in effect at the time of the call, based on the company whose operator provides the information. DTC customers are allowed two local (intralata) directory assistance calls per billing period without charge.

#### Access to long distance carriers

There is no charge from DTC Communications for the ability to place and receive calls through long distance carriers that offer service through our network; however, the call may involve a charge from the long distance carrier depending on the type of call.

### **Toll Limitation Services**

Toll denial is available at tariffed rates.

# 911 Emergency Numbers Emergency Calls Only (Where 9-1-1 Service Is Available)







AMBULANCE MEDICAL/PARAMEDICS



HIGHWAY PATROL SHERIFF/POLICE



TDD/TTY emergency calls: Dial 9-1-1 and press the space bar until someone answers.

This is for emergencies only. When you call 9-1-1 for emergency service, your phone number may appear on the viewing screen at the Public Emergency Service Center to help personnel locate you. If you don't want your phone number displayed, call the number in the white pages for the service you need. For non-emergencies use the white pages number.

### Write in your local numbers here:

Doctor\_ Fire (To Report A Fire)......215-3000 Or......911 Forest Fire (Fire Tower)......597-4015 To Obtain A Burning Permit Dekalb County ...... 597-4015 Ambulance......911 Police......215-3000 or 529-2700 Auburntown Fire (To Report A Fire) Cannon County.......911 WilsonCounty......911 Forest Fire (Fire Tower) Cannon County......765-7373 Cannon County.......765-7373 Ambulance Cannon County......911 WilsonC ounty......911 Cannon County....... 563-1000 WilsonC ounty......444-1412 Or(Jail).......444-5686 

### Fire \_\_\_\_\_\_\_

Hospital	
Fire Tower	Dav 6 83-6361
Or	Night6 15-489-7566
Or	
To Obtain A Burning Permit	
Ambulance	
Sheriff	
Police	
Or	
Liberty	
Fire (To Report A Fire)	215-3000
Or	911
Fire Tower	
To Obtain A Burning Permit	
Dekalb County	597-4015
Ambulance	
Sheriff	911 or 597-4935
Milton	
Fire (To Report A Fire)	
Cannon County	563-4322
Rutherford County	911
Fire Tower	
Cannon County	765-7373
Rutherford County	911
To Obtain A Burning Permit	
Cannon County	765-7373
Ambulance	
Cannon County	911 or 563-4322

# Emergency Numbers Putherford County 911 or 896-2520 To Obtain A Burning Permit

Rutherford County	911 or 896-2520	To Obtain A Burning Permit
Sheriff		Cannon County765-7373
Cannon County	563-1000	Rutherford County 1-800-367-3507
Rutherford County	898-7770	Ambulance
		Cannon County911 or 563-5959
Norene		Rutherford County911 or 896-2520
Fire (To Report A Fire)	911	Sheriff
Ambulance	911	Cannon County
Sheriff	444-1412	Rutherford County898-7770
Or( Jail)	444-5686	Police
Smithville		Woodland (Midway)
Emergency Service	911	Fire (To Report A Fire)
Fire (To Report A Fire)		CannonCounty911
City	215-3000	Coffee County911
Rural	215-3000	WarrenCounty911
Or	911	Forest Fire
Fire Tower	597-4015	Cannon County
To Obtain A Burning Permit		Coffee County
DeKalb County	597-4015	Warren County911 or Day 1-931-635-2754
City Limits	215-3000	To Obtain A Burning Permit
Ambulance		Cannon County765-7373
Sheriff	911	Ambulance
Or		CannonCounty
Police		Coffee County911
Crime Stoppers Line		WarrenCounty 1-931-473-3929
.,		Sheriff
Temperance Hall		Cannon County 563-1000
Fire (To Report A Fire)		Coffee County
DeKalb County	911 or 215-3000	WarrenCounty 1-931-473-7863
Smith County	911 or 735-2121	
Fire Tower		Tennessee Highway Patrol
DeKalb County		Carthage 1-931-526-6143
Smith County		Cookeville
Or		Lebanon 1-615-741-2060
Or,	615-489-7565	Manchester1-423-634-6890
To Obtain A Burning Permit		McMinnville 1-931-526-6143
DeKalb County	5 <b>97-401</b> 5	Murfreesboro1-615-741-2060
Smith County	911 or 683-6361	Smithville 1-931-526-6143
Ambulance		
DeKalb County		
Smith County	911 or 735-2121	Other Important Numbers
Sheriff		Federal Bureau of Investigation (FBI) 1-615-232-7500
DeKaib County	911 or 215-3000	If no answer dial1-901-747-4300
Smith County	735-2626	Tennessee Bureau of Investigation (TBI)1-615-744-4000
·		Secret Service (Nashville) 1-615-736-5841
Woodbury		Poison Control Center (Nashville)
Fire (To Report A Fire)		NationWide1-800-222-1222
Cannon County	911	Missing Children Hotline1-800-426-5678
Rutherford County		GIRLS AND BOYS TOWN
Or		NATIONAL HOTLINE1-800-448-3000
Fire Tower	= === + +++	
Cannon County	Dav 765-7373	
Outries overry minimum manufamini		

### **Customer Assistance Programs**

#### Low Income Assistance Programs

DTC offers two programs which provide discounted services to qualifying low-income subscribers:

#### Lifeline Assistance

Lifeline Assistance is a program for low-income house-holds and qualified residential recipients of Medicaid (not Medicare), food stamps, Supplemental Security Income (SSI), Families First, Federal Public Housing/Section 8, Low-Income Energy Assistance, school lunch programs, or customers who qualify through the Tennessee Regulatory Agency (TRA) based on income. Lifeline Assistance enables eligible subscribers to pay reduced charges for basic local exchange service.

Additional information on Lifeline Assistance is available at <a href="https://www.dtccom.net">www.dtccom.net</a> or by calling our customer service center at 615-529-2955.

#### Link Up

Link Up is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to a maximum of \$30, subject to the following eligibility criteria.

- You must meet the eligibility requirement for Lifeline Assistance.
- 2. It applies only for a single telephone line at your principal place of residence.
- You are not dependent for federal income tax purposes, unless you are more than 60 years of age.

Additional information on Link Up is available at <a href="https://www.dtccom.net">www.dtccom.net</a> or by calling our customer service center 615-529-2955.

### Special Rates For Persons With Qualifying Disabilities

Residential subscribers whose impairment (limited to total blindness or loss of both hands) renders them unable to complete a call on a rotary dial phone may receive touchtone service without recurring monthly charges.

In addition, those who qualify may also be exempt from directory assistance charges. Contact our office at 529-2955 for details.

### <u>Telecommunications Devices Access Program</u> (TDAP)

This program, implemented by the Tennessee Regulatory Authority, will distribute appropriate telecommunications devices so that persons who are deaf, deaf and blind, severely hard of hearing, severely hard of hearing and vision-impaired or severely speech-impaired may effectively use basic telephone service.

Devices are issued on a first-come, first-served basis, without charge. However, there are certain qualifiers that may enable individuals to receive devices on a priority basis. Information on distribution, eligibility requirements and qualifiers and an application may be found on the TRA website at <a href="https://www.state.tn.us/tra">www.state.tn.us/tra</a> or by calling TRA at 615-741-3939 (v) or 1-800-342-8359, extension 179 or 206 (v) or 1-888-276-0677 (615-253-4698) (V/TTY).

### Tennessee Dual Party Relay Center

The Tennessee Dual Party Relay Center is a seven-days-a-week, 24-hours-a-day center for relaying telephone calls—personal or business, to speech/hearing-impaired telephone customers. To use the center, speech- or hearing- impaired callers using their TDD's may dial 1-800-848-0298. Hearing callers may dial 7-1-1 or 1-800-848-0299 for assistance from the Tennessee Relay Center. There is no charge for dialing on 7-1-1 and 800 numbers.

Hearing/speech-impaired callers type on their TDD's the name and telephone number of the person to be called. Hearing callers simply tell the assistant the name and telephone number of the hearing/speech impaired person they're calling. The specially-trained communications assistant will then relay the call—word-for-word and in strictest confidence. Local calls are relayed free, while long-distance calls are billed at regular rates. There are no extra charges for using the center. The center relays in-state calls only.

Hearing and speech impaired persons using a telecommunications device for the deaf (TDD) and needing assistance with calls outside the state of Tennessee can dial 1-800-855-1155.

### **Consumer Rights**

to your inquiry regarding services you currently use or related services DTC offers. In addition, DTC may use CPNI in connection with repair and maintenance services, billing and collection, to protect DTC property and to prevent fraud.

### PROHIBITED USE OF CPNI UNLESS AUTHORIZED BY YOU.

Unless you specifically authorize its release in writing, DTC will not release or share CPNI with any outside entities for marketing purposes. You have the right to instruct DTC to disclose CPNI to unaffiliated third parties upon submission of a written request. Any approval or denial for the use of CPNI outside of the service to which you subscribe to from DTC is valid until you affirmatively revoke or limit such approval or denial. A denial of your approval will not affect the provision of any services to which you subscribe.

#### **HOW IS YOUR PRIVACY PROTECTED**

To comply with additional FCC regulations (effective December 8, 2007) which further protect customer privacy, DTC is allowed to discuss account information ONLY with the account owner(s). We must be able to authenticate that person(s) by asking for an assigned password and/or by asking a specific security question to which you have previously provided us the answer. You may also designate an authorized user that you request be given access to your account information (i.e., spouse, adult child, etc.). That authorized user must also have the password and the answer to the security question to access your account.

Should you lose or forget an established password, we are required to identify you or an authorized user by your answer to a specific security question. Should you request account information without the password, we are allowed to respond in one of three ways: 1) mail a copy of your bill to your billing address; 2) call you with the information at the telephone number of record; or 3) provide the valid information to you in person at one of our customer service/retail centers after you have presented a valid photo ID.

When choosing your password, you cannot use the same number as your account number or any other number that could easily identify you, such as your social security number. You are also not allowed to use information such as a mother's maiden name or other pertinent information that would be readily known to others.

### **OPT-OUT NOTIFICATION INFORMATION**

Sometimes we would like to make you aware of additional products or services available from us and our affiliate, DTC Wireless, outside the existing business relationship. However, per the FCC new rules on CPNI, you have the option of being excluded from such targeted marketing services by signing an opt-out notification. Opting out prohibits us from informing you of the products and services outside of your existing scope of service with us based upon the use of your CPNI.

Unless you provide us with notice that you wish to opt-out we will assume that you give our Company the right to utilize your CPNI for internal marketing campaigns. Please be advised that if you do not opt-out, your consent will remain valid until we receive your notice withdrawing it. If you wish to withdraw your consent at any time, you may do so by calling us at 615-529-2955. Furthermore, note that opting out will not affect the status of the services you currently have with our Company. In addition, we can disclose your CPNI to comply with any laws, court order, or subpoena or to provide services to you pursuant to your Customer Agreement.

#### State and Federal Do-Not-Call Programs

The State of Tennessee established its *Do Not Call* program in 1999 under the direction of the Tennessee Regulatory Authority (TRA). In 2003 the Federal Trade Commission (FTC) established a national *Do Not Call* Registry.

Both programs were created to assist residential consumers in eliminating unnecessary and unwanted telemarketing calls.

Signing up is easy. For Tennessee Do Not Call information and to register call 1-877-TRA-7030 or register online at <a href="http://www2.state.tn.us/tra/nocall.htm">http://www2.state.tn.us/tra/nocall.htm</a>. Your number will be in effect 60 days from the end of the month in which you registered.

Tennessee has also established a *Do Not Fax* program. Information can be found on the TRA website at <a href="http://tennessee.gov/tra/donotfax.htm">http://tennessee.gov/tra/donotfax.htm</a>. It is not necessary to register for this program.

For the National *Do Not Call* Registry, call toll free 1-888-382-1222 (TTY 1-866-290-4236), or register online at <a href="https://www.donotcall.gov">www.donotcall.gov</a>.

The DTC home page at <a href="https://www.dtccom.net">www.dtccom.net</a> contains links to both the state and federal web sites for these programs.

### **Billing Rights**

### **BILLING RIGHTS STATEMENT - 900 PAY-PER CALL SERVICES**

This information sets out the rights and obligations of you, the Telephone Company and the Interexchange Carriers with regard to the use, purchase and billing of 900 pay-per-call services. This information is being provided under the federal Telephone Disclosure and Dispute Resolution Act of 1992.

#### **Customer's Procedures for Notice of billing error:**

Provide either written or oral notice to the Carrier listed on the 900 bill page where the alleged billing error appears within 60 days from the date it appears on your bill. Oral Notification of an alleged billing error is considered sufficient notification. Notice includes the following:

customer name and telephone number charges were billed to; the date, amount and type of error you believe occurred; a brief description of why you believe the billing to be in error.

#### **Customer's Rights & Obligations**

You have the right to withhold payment of the disputed charges for 900 services that you have reported as billing errors pending the resolution of a billing review; no collection activity will occur during the billing review and the disputed amount will be suspended pending the resolution of the billing review; You will not be charged for a billing review;

If the billing review determines that a billing error has occurred, your account will be adjusted appropriately, even if it was a partial error or an error different from the one you reported;

If the billing review determines that no billing error has occurred, you will receive an explanation outlining why it was determined that no billing error occurred; you will be notified, in writing or with the next billing statement, of the payment date for that portion of the disputed amount that has been determined not to be in error; your payment may be made with your normal billing.

Your local and long distance services cannot be disconnected for non-payment of 900 charges; however, failure to pay legitimate 900 charges may result in your access to 900 services being involuntarily blocked; the long distance carrier(s) or information provider(s) may proceed with outside collections against you for non-payment of these charges. Voluntary blocking of access to 900 services may be available.

You have a right not to be billed for pay-per-call service not offered in compliance with the federal laws and regulations established under the Telephone Disclosure and Dispute Resolution Act of 1992.

Your local telephone company may be a billing entity for the long distance carriers and the information providers that furnish 900 payper-call services. As a billing entity for these services, we have certain rights and responsibilities as it relates to 900 pay-per-call service.

### Carrier's Procedures in Response to Customer's Notification of Billing Error:

Upon receipt of a billing error notification, a written acknowledgement will be sent to the customer within 40 days of receiving the customer's notice which will advise that they need not pay the disputed amount pending an investigation; However, if billing error is corrected and the customer's account credited, if applicable, within the 40 day period, no written acknowledgement is required;

If it is determined that a billing error occurred, it will be corrected and the account credited within two (2) billing cycles; the customer will be notified of the correction; if it is determined that a billing error did not occur, an explanation will be provided to the customer outlining why it was determined no billing error occurred; if requested by the customer, the billing entity will provide a written explanation with sufficient documentation to support the charges due from the customer;

The Billing Entity is obligated to forfeit any disputed amount up to \$50.00 per transaction if they fail to follow the billing and collection procedures set forth in federal law and regulation.

#### Telephone Company's Rights & Obligations:

Local or long distance service may not be disconnected for non-payment of 900 charges.

The Telephone Company may either on its own initiative or at the request of the interexchange carrier or information provider, block your access to 900 services if you fail to pay legitimate charges:

Upon customer request and where technically feasible, 900 blocking will be provided at a fee approved by law or regulation;

IF YOU HAVE ANY QUESTIONS, WE'RE HERE TO HELP
WE RECOMMEND THAT YOU KEEP THIS INFORMATION FOR FURTHER REFERENCE

### ADVANTAGE CELLULAR SYSTEM, INC. NUMBERING ISSUES

### A. What is your company's expected demand for NXX's per NPA within a year of approval of your application?

**Response:** By taking advantage of local number portability (LNP), Advantage Cellular Systems expects to utilize the customer's existing telephone number when applicable. Advantage Cellular Systems expect that (2) NXX codes from the 615 NPA will be needed to accommodate the demand for our service footprint within the first year.

### B. How many NXX's do you estimate that you will request from NANPA when you establish your service footprint?

Response: The estimated initial NXX request when the service footprint is implemented will be for (2) NXX codes within the 615 NPA. Advantage Cellular System anticipates ordering the minimum block of 1,000 per NXX. The 1,000 block will be used to accommodate new customers who do not have existing service with the ILEC. This is due in part to the geographic area of the anticipated footprint that Advantage Cellular Systems feels is best suited for our initial deployment. As stated previously, Advantage Cellular Systems initially plans to offer its local telephone service to the existing customer base. It is anticipated, and reasonable to assume, that the overwhelming majority of these customers already subscribe to wire line, local telephone service provided by the ILEC.

### C. When and in what NPA do you expect to establish your service footprint?

**Response:** Immediately upon the Tennessee Regulatory Authority's granting of a certificate to Advantage Cellular Systems and Advantage Cellular Systems' satisfaction of all other requirements such as tariff filing and E-911 call routing, the company plans to offer service in the 615 NXXs.

### D. Will the company sequentially assign telephone numbers within NXX's?

**Response:** In order to conserve telephone numbering resources, Advantage Cellular Systems will, in all cases possible, assign telephone numbers on a sequential basis. Specific attention will be given to maintaining contiguous thousand block groups of numbers in order to support applicable number pooling guidelines.

### E. What measures does the company intend to take to conserve Tennessee numbering resources?

Response: As previously stated, in order to conserve telephone numbering resources, Advantage Cellular Systems will, in all cases possible, assign telephone numbers on a sequential basis. For all new NXX codes that will need to be requested from NANPA, Advantage Cellular Systems will make every effort to reuse these numbers in a timely manner so as not to deplete our NXX inventory. Additionally, Advantage Cellular Systems will take advantage of local number portability in order to maintain utilization of existing telephone number assignments and ensure a high level of customer satisfaction.

## F. When ordering new NXX's for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

**Response:** Pursuant to the International Numbering Committee's (INC) "Central Office Code (NXX) Assignment Guidelines, Section 4.3.1" dated February 4, 2005, when ordering new NXX's for growth, Advantage Cellular Systems will ensure that a minimum of seventy-five percent (75%) of an assigned NXX is exhausted prior to application for an additional NXX. Additionally, Advantage Cellular Systems will apply for additional codes only when it expects the existing codes in a given rate center will exhaust within a six month period.



April 15, 2009

Ms. Lisa C. Foust Utility Rate Specialist Tennessee Regulatory Authority 460 James Robertson Pkwy. Nashville, TN 37243-0505

RE: Docket #0900046

Dear Ms. Foust:

This letter is to confirm that to our knowledge no formal complaint has been filed against Advantage's long distance services since we started providing this additional offering to our customers.

If you have any additional questions regarding Advantage's offering, please give me a call at 615-464-2212.

Sincerely

Ricky Gibbs

Cellular/ Marketing Manager



April 22, 2009

Darlene Stanley Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505

RE: Docket No. 09-00046, Letter dated April 14, 2009

Dear Ms. Stanley:

Please consider this my sworn statement that Advantage Cellular Systems, Inc. (ASCI) will adhere to all state and federal laws and rules.

If you have any questions or require additional information, please contact me at 615-464-2303.

Respectfully,

Leslie Greer

CEO

Sworn to and subscribed before me this 27<sup>th</sup> day of April, 2009.

Notary Public:

My Commission Expires: 5-25-2011

EXHIBIT 9
Docket #0900046

### Advantage Cellular Systems, Inc. Message Toll Services Tariff T.R.A. No. 1

Original Title Page 1

### **Executive Overview**

Pursuant to this tariff, Advantage Cellular Systems, Inc. offers rates and terms for intraLATA and interLATA toll services. Customers will have the option to combine their toll service with local calling as set out in Advantage Cellular Systems, Inc.'s T.R.A. Local Exchange Services Tariff No. 1.

In addition to the generally available rates and charges, Advantage Cellular Systems, Inc. will offer Customer Specific Pricing plans on a contractual basis to interested customers on a case by case basis.

Issued: April 1, 2001 Effective: April 1, 2001

### Advantage Cellular Systems, Inc. Message Toll Services Tariff T.R.A. No. 1

Original Page 2

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Message Toll Services Tariff T.R.A. No. 1

Original Page 3

### **Explanation of Symbols**

The following symbols are used for the purposes indicated below:

- C To signify change in meaning of text
- D To signify text deletion
- I To signify increased rate
- N-To signify new
- R To signify rate reduction
- T-To signify text clarification

### Principle Office

Advantage Cellular Systems, Inc.'s principle office in its serving territory is located at 111 High Street Alexandria, TN 37012.

This Tariff is available for public inspection at the above address during regular business hours.

Issued: April 1, 2001 Effective: April 1, 2001

Message Toll Services Tariff T.R.A. No. 1

Original Page 4

### A. Application of Tariff

This tariff applies to Two-Point Message Toll Service, originating within a Local Access and Transport Area (LATA) and terminating within that LATA or a different LATA within the State of Tennessee. The points between which service is furnished on a local basis are indicated by the Local General Tariffs governing the rates for exchange service.

### B. General Regulations

Please refer to Advantage Cellular, Inc.'s Local Exchange Services Tariff, Tennessee T.R.A. No. 1, for all applicable Rules and Regulations.

### 1. Definition

Two-point Message Toll Service is that of furnishing facilities for telecommunications between stations in different local service areas of the same or different LATA in accordance with the regulations and schedule of rates specified in the Tariff. The rates specified in this Tariff are in payment for all services furnished between the calling and called stations.

### 2. Undertaking of Company

Advantage Cellular Systems, Inc. (also referred hereafter as "ACSI") offers, subject to the terms and conditions specified in this Tariff, the use of its facilities where available for communications between customers.

### 3. Priority of Service

In case a shortage of facilities exists at any time either for temporary or protracted periods, the furnishing of Message Toll Service shall take precedence over the use of facilities will follow, in all cases, any contrary federal or state prioritization requirements.

### 4. Liability of the Company

The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other effects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission, or failure or defect in the Company's equipment occurs. Adjustments within the limits provided herein may be made by direct payment to the customer or by credit to the customer's account.

Message Toll Services Tariff T.R.A. No. 1

Original Page 5

### B. <u>General Regulations</u> (Cont'd)

#### 5. Use

- a. Service is provided for use by the customer and may be used by others, when so authorized by the customer, provided that all such usage shall be subject to the provisions of this Tariff, and shall not affect the customer's responsibility for all payments required under this Tariff.
- b. Use of Service for Unlawful Purposes

Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law, or if the Company receives other evidence that such service is or will be used for such purposes.

c. Use of Service With Customer-Provided Equipment

Customer —provided terminal equipment and communications systems may be connected to exchange facilities of the Company subject to the regulations, rates, and charges applicable to the facilities as provided for in the Company's Tariffs.

6. Customer Specific Pricing (CSP)

Customer Specific Pricing arrangements for Toll services provided in this Tariff can be furnished to meet the communications needs of specific customers on a case-by-case basis. Such Toll services will be provided to customers on a contractual basis.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

### 7. Liability For Calling Card Fraud

- a. The Customer is liable for the unauthorized use of the Company's facilities, equipment, and services obtained through the fraudulent or other unauthorized use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- b. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft, or other reasons. Written notice shall be sent to the Company's address as designated pursuant to Section 8 and will be effective when received, and oral notice shall be made by contacting a Company representative at the Company's business office or by telephone at the Company's listed telephone number.

Issued: April 1, 2001 Effective: April 1, 2001

Message Toll Services Tariff T.R.A. No. 1

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Cancels Original Page 6
Revision 1

N

### B. General Regulations (Cont'd)

- 7. Liability For Calling Card Fraud (Cont'd)
  - c. For the purposes of this section, notice occurs when the Company receives oral or written confirmation that unauthorized use of a Company calling card has occurred or may occur as a result of loss, theft, or other reasons.
  - d. The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the Customer.
  - e. Furthermore, should the Company determine that the abnormal calling pattern or suspected unauthorized use of the card might result in sudden excessive charges to the Customer's bill, the company may, but is not required to, deactivate the use of the Company calling card until such time the Company can verify with the customer the validity of such calls.

### 8. Exceptions

Except as otherwise provided in Section 7.b. all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

### Holiday Rates

On Christmas Day (December 25), Independence Day (July 4), Thanksgiving Day, and Labor Day, the holiday rate applicable is the Evening rate, unless a lower rate would normally apply.

Issued: April 1, 2001 Effective: April 16, 2001

Message Toll Services Tariff T.R.A. No. 1

> Cancels Revision 1 Page 7 Revision 2

### C. Message Toll Services

#### 1. Definitions

Station

The term denotes the network control signaling unit and any other equipment provided at the customer's premises which enables a customer to establish communications connections and to effect communications through such connections.

### Station-to-Station

Two-Point Service is that service where the person originating the call from other than a public or semipublic coin telephone dials the telephone number desired and the call is completed without the assistance of a Company operator and the call is not billed to a number other than the originating number.

### 2. Description of Charges and Rate Components

The service shall be usage-based. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless specified otherwise in the Tariff, the duration of each call for bill purposes will be rounded off to the nearest highest increment.

### 2.1 Residential Basic Direct Dial Plan

The following per minute rates will be applied to direct dialed calls originating and terminating in the state of Tennessee if the Customer subscribes to ACSI's long distance service. Billing increments for this plan are one minute, with a minimum of one minute. This plan is for residential customers only within the 470 Lata.

	<u>Per Minute</u>	т
Day	\$0.16	1
Evening	\$0.14	Ī
Night/Weekend	\$0.11	1

The following is for subscribers within the state of TN but outside of the 470 Lata.

	Per Minute	т
Day	\$0.12	1
Evening	\$0.12	1 T
Night/Weekend	\$0.11	1

All customers not enrolled in another plan will be automatically enrolled in this plan. Other plans listed below are available upon request.

Issued: April 1, 2001 Effective: February 1, 2009

Message Toll Services Tariff T.R.A. No. 1

> Original Page 8 Cancels Revision 1 Revision 2

### C. Message Toll Services (Cont'd)

- 2. Description of Charges and Rate Components (Cont'd)
  - 2.2 Flat Rate Basic Direct Dial Plan

D

This plan deleted.

2.2.1 The following per minute rate will be applied to all direct dialed calls originating and terminating in the state of Tennessee if the Customer subscribes to ACSI's long distance service. Billing increments for this plan are six seconds, with a minimum of thirty seconds. This plan is for residential customers only.

Anytime \$0.13
Monthly Recurring \$2.50

#### 2.3 DTC Seven Cents a Minute

The following per minute rate will be applied to all direct dialed calls originating and terminating in the state of Tennessee if the Customer subscribes to ACSI's long distance service. Billing increments for this plan are one minute, with a minimum of one minute. This plan is for residential customers.

	Per Minute
Anytime	\$0.07
Monthly Recurring	\$3.95

R

### 2.4 DTC Five Cents a Minute

The following per minute rate will be applied to all direct dialed calls originating and terminating in the state of Tennessee if the Customer subscribes to ACSI's long distance service. Billing increments for this plan are one minute, with a minimum of one minute. This plan is for residential customers only.

	Per Minute
Anytime	\$0.05
Monthly Recurring	\$9.95

Issued: April 1, 2001 Effective: November 16, 2001

Message Toll Services Tariff T.R.A. No. 1

Cancels 3rd Revision Page 9
Revision 4

## C. Message Toll Services (Cont'd)

## 2. Description of Charges and Rate Components (Cont'd)

#### 2.5 Business Basic Direct Dial Plan

The following per minute rates will be applied to direct dialed calls originating and terminating in the state of Tennessee if the Customer subscribes to ACSI's long distance service. Billing increments for this plan are one minute, with a minimum of one minute.

	Per Minute	
Day	\$0.17	I
Evening	\$0.15	I
Night/Weekend	\$0.12	I

All customers not enrolled in another plan will be automatically enrolled in this plan. Other plans listed below are available upon request.

#### 2.6 Small Business Direct Dial Plan

The following per minute rate will be applied to all direct dialed calls originating and terminating in the state of Tennessee if the Customer subscribes to ACSI's long distance service. The customers will be billed in six (6) second increments with a thirty-second minimum on all direct dialed calls. This plan is for business customers only.

	Per Minute
Anytime	\$0.125
Monthly Recurring	\$3.00

#### 2.6.1 Business Volume User Discount - Direct Dial

This plan requires a twelve-month contract. The following per minute rate will be applied to customer calls that originate or terminate in the State of Tennessee. The customer must maintain a monthly long distance usage of greater than \$5,000.00 per month. The contract requirement terms for this plan is the same as those listed in Section 2.7 for the Fortune Plan. The calls are a minimum of one minute with one minute increments. The plan is for business customers only.

	Per Minute
Anytime	\$ 0.09

Issued: April 1, 2001 Effective: February 1, 2009

Message Toll Services Tariff T.R.A. No. 1

Cancels 3rd Revision Page 10 Revision 4

- C. Message Toll Services (Cont'd)
  - 2. Description of Charges and Rate Components (Cont'd)
    - 2.6.2 Small Business Seven Cents a Minute (Applies to Business with 5 lines or less)

The following per minute rate will be applied to all direct dialed calls originating and terminating in the state of Tennessee if the customer subscribes to ACSI's Long Distance. The plan is billed in whole minutes with a minimum call duration of one minute. This plan is for business customers only meeting the 5 and under line requirement.

	<u>Per Minute</u>
Anytime	\$0.07
Monthly Recurring	\$7.95

2.7 Fortune 250 Plan – Direct Dial

This plan requires a twelve-month contract.

The following per minute rate will be applied to all direct dialed calls originating and terminating in the State of Tennessee if the Customer subscribes to ACSI's long distance service. The customer will be billed in six (6) second increments with a thirty-second minimum on all direct dialed calls. This plan is for business customers only.

	Per Minute
Anytime	\$0.10
Monthly Recurring	\$5.00

The customer must sign a twelve-month contract to enroll in this plan. The customer must maintain \$250.00 in total ACSI long distance usage per month. In any month the Customer does not maintain \$250.00 in ACSI long distance usage, the terms of the agreement have not been met. Therefore the Customer must pay an amount equal to the minimum requirement. If the Customer changes Interexchange Carriers, the terms of the agreement are broken. In this case, the Customer must pay, for each remaining month of the agreement, an amount equal to 50 % of the minimum requirement.

3. *Timing of Messages* - moved to Page 11.

N

Message Toll Services Tariff T.R.A. No. 1

> Original Page 10.1 Cancels Original Page 10.1 Revision 1

# C. Message Toll Services (Cont'd)

2. Description of Charges and Rate Components (Cont'd)

#### 2.8 600 Nationwide Plan - Residential

This plan includes 600 minutes of direct dial long distance calling originating from the customer's home phone and terminating within the Continental United States. Billing increments of this plan are one minute with a minimum of one minute. This plan is for residential customers only. Call detail is not provided with the bill, only a summary of minutes used. This plan is not designed for any type of data transmission, including Internet access. Advantage Cellular reserves the right to discontinue plan upon determination that the service is being used for other than its intended purpose.

Additional Minutes (Over 600) Monthly Recurring \$ 0.05/per minute

\$14.75

### 2.9 1200 Nationwide Plan - Residential

T

T

This plan includes 1200 minutes of direct dial long distance calling from customer's home phone originating and terminating within the Continental United States. Billing increments of this plan are one minute with a minimum of one minute. This plan is for residential customers only. Call detail is not provided with the bill, only a summary of minutes used. This plan is not designed for any type of data transmission, including Internet access. Advantage Cellular reserves the right to discontinue plan upon determination that the service is being used for other than its intended purpose.

Additional Minutes (Over 1200) Monthly Recurring \$ 0.05/per minute \$21.75

#### 2.10 Unlimited Calling Plan - Residential

T

This plan includes unlimited minutes of direct dial long distance calling originating from customer's home phone and terminating within the Continental United States. Billing increments of this plan are one minute with a minimum of one minute. This plan is for residential customers only. Call detail is not provided with the bill, only summary of minutes used. This plan is not designed for any type of data transmission, including internet access. Advantage Cellular reserves the right to discontinue plan upon determination that the service is being used for other than its intended purpose.

Monthly Recurring

\$37.75

Issued: April 1, 2008 Effective: July 1, 2008

Message Toll Services Tariff T.R.A. No. 1

Original Page 10.2

## C. Message Toll Services (Cont'd)

### 2. Description of Charges and Rate Components (Cont'd)

#### 2.11 600 Nationwide Plan - Business

This plan includes 600 minutes of direct dial long distance calling originating from the business phone and terminating within the continental United States. Billing increments of this plan are one minute with a minimum of one minute. Call detailed records will be provided. This plan is not designed for any type of data transmission, including Internet access. Advantage Cellular reserves the right to discontinue plan upon determination that the service is being used for other than its intended purpose.

Additional Minutes (Over 600)

\$ 0.05/per minute

Monthly Recurring

\$19.75

#### 2.12 1200 Nationwide Plan - Business

N

N

This plan includes 1200 minutes of direct dial long distance calling from business phone originating and terminating within the Continental United States. Billing increments of this plan are one minute with a minimum of one minute. Call detailed records will be provided. This plan is for Business customers only. This plan is not designed for any type of data transmission, including internet access. Advantage Cellular reserves the right to discontinue plan determination that the service is being used for other than its intended purpose.

Additional Minutes (Over 1200)

\$ 0.05/per minute

Monthly Recurring

\$34.75

#### 2.13 3000 Nationwide Plan - Business

N

This plan includes 3000 minutes of direct dial long distance calling from business phone originating and terminating within the Continental United States. Billing increments of this plan are one minute with a minimum of one minute. Call detailed records will be provided. This plan is for Business customers only. This plan is not designed for any type of data transmission, including internet access. Advantage Cellular reserves the right to discontinue plan determination that the service is being used for other than its intended purpose.

Additional Minutes (Over 3000)

\$ 0.05/per minute

Monthly Recurring

\$74.75

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> Cancels 2<sup>nd</sup> Revision Page 11 Revision 3

The following Section 3. Timing of Messages moved from page 10.

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### 3. Timing of Messages

Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network. Chargeable time does not include time lost because of faults or defects in the connection.

### D. Toll Free Service

#### 1. Definition

Toll Free Service

The term toll free service refers to inbound long distance calls to the customer for which the customer has made arrangements with the carrier and agreed to be responsible for the cost of those calls.

### 2. Description of Charges and Rate Components

Toll free service is usage rated and billed in six (6) second increments with a thirty-second minimum. The duration of each call will be rounded off to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded off to the nearest higher cent. Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher increment.

The 30-cent charge incurred from payphone providers will be added to each call made to the Customer's toll free number from a payphone.

#### 2.1 Residential Toll Free Plan

The following per minute rate will be applied to all toll free calls originating and terminating in the state of Tennessee.

	Per Minute
Anytime Monthly Recurring Charge-DTCLD Customer Monthly Recurring Charge -Non-DTCLD Customer Non-Recurring Charge	\$ 0.13 \$ 1.50 \$ 3.00 \$10.00

All customers not enrolled in another plan will be automatically enrolled in this plan. Other plans listed below are available upon request.

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## D. Toll Free Service (Cont'd)

- 2. Description of Charges and Rate Components (Cont'd)
  - 2.2 Residential Flat Rate Basic Toll Free Plan

This plan deleted.

2.3 Small Business Toll Free Plan

The following per minute rate will be applied to all toll free calls originating and terminating in the state of Tennessee.

	Per Minute	
Anytime Monthly Recurring Charge Non-DTCLD Customer Monthly Recurring Charge – DTCLD Customer Non-Recurring Charge	\$0.13 \$5.00 None \$10.00	C N R

In order to help business customers stimulate and promote their business, the recurring fee for Toll Free Service has been removed. However, the phone company reserves the right to: (1) Implement a recurring fee, not to exceed the recurring fee charge to residential customers, should the toll free number not have usage recorded for it for any six month period. (2) Request the toll free number be returned to the number pool for reassignment.

2.4 Small Business Toll Free Plan (Flat Rate)

This plan deleted.

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# D. <u>Toll Free Services</u> (Cont'd)

- 2. Description of Charges and Rate Components (Cont'd)
  - 2.5 Fortune 250 Toll Free Plan

Anytime

Per Minute \$0.10

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The customer must sign a twelve-month contract to enroll in this plan. The customer must maintain \$250.00 in total ACSI long distance usage per month. In any month the Customer does not maintain \$250.00 in ACSI long distance usage, the terms of the agreement have not been met. Therefore the Customer must pay an amount equal to the minimum requirement. If the Customer changes Interexchange Carriers, the terms of the agreement are broken. In this case, the Customer must pay, for each remaining month of the agreement, an amount equal to 50 % of the minimum requirement. This plan is in conjunction with the Fortune 250 Direct Dial Plan as defined in Section C 2.7. This plan is for business customers only.

2.5.1 Customers that qualify for the Business Volume User Discount in Section (C) 2.6.1 may subscribe to the following toll free rate. The rate will be billed in thirty second minimum on six second increments.

Per Minute

All Minutes

\$ 0.13

2.6 Toll Free Blocking

An option that allows blocking of calls from specific NPA/NXX to the customer's toll free number.

Monthly Recurring

\$25.00

Non-Recurring

\$25.00

2.7 Assignment of a specific toll free number

This option allows the customer to obtain a specific toll free number.

Non-Recurring Charge

\$25.00

- 2.8 The non-recurring charges may be waived various times throughout the year.
- 3. Timing of Messages

Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network. Chargeable time does not include time lost because of faults or defects in the connection.

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#### E. Calling Card Services

1. Definition

<u>Company Calling Card</u>: A telephone calling card issued to the customer, by the Company, which enables the Customer or User(s) authorized by the Customer to place telephone calls and to have the charges for such calls billed to the Customer's account.

The Company Calling Card Service is provided to Customers for use when away from their established service locations. The Company will issue to Customers Company Calling Cards that will allow Customers to place telephone calls and to re-originate calls, a feature which allows a Customer to place a new call without hanging-up and re-dialing the toll free access number. Access to the service is gained by dialing a Company-designated toll free access number (i.e. 800-NXX-XXXX) and then entering a 10 digit account number plus a four digit personal identification number (PIN) and the called telephone number.

ACSI Calling Card Service is billed in one minute increments.

- 2. Description of Charges and Rate Components
  - 2.1 A surcharge of 75 cents applies to each call made within the state of Tennessee using the company calling card.
  - 2.2 The 30-cent charge incurred from payphone providers will be added to each call made to the Customer's calling card from a payphone.
  - 2.3 Basic Discount Calling Card Plan

Anytime Per Minute \$0.20

All customers not enrolled in another plan will be automatically enrolled in this plan. Other plans listed below are available upon request. This plan is for residential and business customers.

2.4 Special Plus Calling Card Plan

This plan deleted.

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#### E. <u>Calling Card Services</u> (Cont'd)

- 2. Description of Charges and Rate Components (Cont'd)
  - 2.5 One Rate Business Calling Card Plan

Per Minute

Anytime

\$0.20

This plan is for business customers only.

2.6 Fortune 250 Calling Card Plan

Per Minute

Anytime

\$0.20

The customer must sign a twelve-month contract to enroll in this plan. The customer must maintain \$250.00 in total ACSI long distance usage per month. In any month the Customer does not maintain \$250.00 in ACSI long distance usage, the terms of the agreement have not been met. Therefore the Customer must pay an amount equal to the minimum requirement. If the Customer changes Interexchange Carriers, the terms of the agreement are broken. In this case, the Customer must pay, for each remaining month of the agreement, an amount equal to 50 % of the minimum requirement. This plan is in conjunction with the Fortune 250 Direct Dial plan as defined in Section C 2.7. This plan is for business customers only. No per call surcharge applies to each call under this plan.

#### F. Operator Assisted Calls

This section contains the regulations applicable to other operator assisted calls. The rates applicable to the services and charges contained in this section are listed in Section F.1 and F.3 following.

1. Directory Assistance

A Directory Assistance charge applies per each call interstate or international listing provided (applicable for Direct Dialed Request, 0-Dialed Requests, 0 + Dialed Requests and Credit Card Calls). The charge applies uniformly to residence and business customers.

- 2. Exemption for Customers with Disabilities
  - 2.1 Those customers with a DTCLD approved certification (as specified following), having a visual or physical disability that prevents use of a telephone directory are exempt, as a reasonable accommodation associated with their disability, from the charges for Directory Assistance calls to intrastate directory information as described above for up to and including 50 calls per monthly

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## F. Operator Assisted Calls (Cont'd)

billing period. This exemption applies to Directory Assistance calls for personal use only that are billed to one residence telephone line per certified customer.

#### 2.2 Certification

Persons must be certified in writing by a licensed physician, optometrist or approved private or appropriate federal or state agency as to having a disability which prevents the person from using a telephone directory. DTCLD, upon request, will provide a certification for use by the applicant. The written certification for use by the applicant which prevents use of a telephone must be presented to the company which serves the residence of the certified person.

#### 2.3 Rates

The rates for Directory Assistance are listed in Section G.1 following.

#### 3. Operator Assisted Calls

The rates for operator assisted intrastate calls handled by the company include an Operator Service Charge applicable on each billed intrastate message and the measured usage charges. The measured usage charges apply to all Operator Dialed Calls, Operator Assisted Credit Card Calls, Station-to-Station Calls, Person-to-Person Calls, and Third Party Billed or Collect Calls. The measured usage charges are applied uniformly to residence and business customers.

# 3.1 Operator Assisted Service Charges

The applicable Operator Assisted Surcharge is assessed on the initial one minute rate period for each intrastate billed Operator Assisted call (except Directory Assistance). The service charge rate does not vary based on mileage bands nor the rate period.

#### 3.1.1 Person-to-Person

Allows the person originating the call to specify the party to be reached. Includes Sent Paid Coin,

#### 3.1.2 Collect Calls

Allows a call to be billed to the called station, if the charges are accepted by the called party.

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## 3.1.3 Third Party Billed

Allows a call to be billed to a telephone number other than the calling or called telephone number. Acceptance of charges are subject to verification.

## 3.1.4 Operator Station

Rates apply when calls are completed with the assistance of an operator. Includes Calling Card, Sent Paid Coin, and Sent Paid Non-Coin.

## 3.2 Rates

The Rates for Operator Assisted Calls are listed in Section G.1 following.

## G. Rates (Operator Services)

### 1. General

Residence and Business - Intrastate

## OPERATOR ASSISTED CALLS

D.		AY	EVE	EVENING		NIGHT/WEEKEND	
RATE	INITIAL	ADD'L	INITIAL	ADD'L	INITIAL	ADD'L	
MILEAGE	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	
1-10	0.10	.010	0.08	0.08	0.06	0.06	
11-22	0.11	0.11	0.08	0.08	0.07	0.07	
23-55	0.11	0.11	0.09	0.09	0.08	0.08	
56-124	0.12	0.12	0.12	0.12	0.09	0.09	
125-292	0.13	0.13	0.12	0.12	0.12	0.12	
293-430	0.15	0.15	0.15	0.15	0.12	0.12	
431-Plus	0.15	0.15	0.15	0.15	0.12	0.12	

# 2. DMTS – Operator Assisted Service Charges for Residence & Business

2.1 Directory Assistance

0.65

2.2 Person-to-Person

3.00

(Includes Sent Paid Coin)

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	GI GG :			Billed To	
2.2		of Service		Calling Card	
2.3	Custom	er Dialed Calling Card Station	DTCLE		
	1.	C	Card	DTCLD	
	2.	Customer Dialed/Automated	A:	\$0.80	
	3.	Customer Dialed and Operator		40.00	
	٥.	Customer Dialed-Operator Mus	t Assist \$0.80	\$0.80	
2.4	Station	*			
	1.	Customer Dialed Collect, Billed	I		
		To Third Number	\$1.94	\$1.94	
	2.	Operator Dialed Collect, Billed			
		To Third Number, Sent Paid	\$1.94	\$1.94	
	3.	Operator Dialed, Billed to a			
		Calling Card	\$1.94	\$1.94	
2.5	Person*				
	1.	Customer Dialed Collect, Billed	[		
		To Third Number, Calling Card			
		Sent Paid	\$3.00	\$3.00	
	2.	Operator Dialed Collect, Billed			
		To Third Number, Sent Paid	\$3.00	\$3.00	
	3,	Operator Dialed, Billed to a			
		Calling Card	\$3.00	\$3.00	
2.6	Operato	r Dialed Surcharge*		\$1.00	
2.0	operate	1 Daile Barcharge		\$1.00	
2.6	Operato	r Station			
	1.	Interruption 1.95			
	2.	Verification 1.95			

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<sup>\*</sup>Includes Real Time Rated Calls