

**LOCAL SERVICES GUIDE BOOK**

RATES, RULES AND REGULATIONS FOR FURNISHING  
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES AND  
RESALE COMMON CARRIER SERVICES

**Broadview Networks, Inc.**  
4001 Rodney Parham Rd.  
Little Rock, AR 72212

This tariff contains the descriptions, regulations and rates applicable to the provision of local exchange telecommunications services provided by Broadview Networks, Inc., between locations within the State of Louisiana. This Guide Book is available <http://www.tariffs.net/windstream/>

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Sr. Regulatory Counsel  
4001 Rodney Parham Rd.  
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**CHECK SHEET**

Section	Page	Revision	Section	Page	Revision	Section	Page	Revision
Title	Title	Original	Section 3	1	Original	Section 5	29	1 <sup>st</sup> Revised
Preface	1	1 <sup>st</sup> Revised	Section 3	2	Original	Section 5	30	1 <sup>st</sup> Revised
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Preface	3	Original	Section 3	4	Original	Section 5	32	3 <sup>rd</sup> Revised*
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\*Denotes New or Revised Page.

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

The following symbols shall be used in This Guide Book for the purpose indicated below:

- (C) To signify changed regulation.
- (D) Delete or Discontinue.
- (I) Change Resulting in an Increase to a Rate.
- (M) Moves from another Guide Book Location.
- (N) New
- (R) Change Resulting in a Reduction to a Rate.
- (S) Matter Appearing Elsewhere or Repeated for Clarification.
- (T) Change in Text But No Change to Rate or Charge.
- (V) Signifies Vintage Guide Book.
- (Z) Correction.

### **APPLICATION OF GUIDE BOOK**

This Guide Book sets forth the service offerings, rates, terms and conditions applicable to the provision of competitive local exchange service and long distance communications services by Broadview Networks, Inc., for the use of End Users in transmitting messages within the State of Louisiana, subject to the jurisdiction of the Louisiana Public Service Commission (“Commission”). Services include, but are not limited to, resold voice services within the State of Louisiana. Company’s services are furnished subject to the availability of facilities and subject to the terms and conditions of This Guide Book.

This Guide Book is on file with the Louisiana Public Service Commission. In addition, This Guide Book is available for review at the main office of Broadview Networks, Inc., at 800 Westchester Avenue, Suite N-501, Rye Brook, NY 10573.

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**GUIDE BOOK FORMAT**

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

B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the Guide Book page in effect. Consult the Check Sheet for the page currently in effect.

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

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

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

**SECTION 1 – DEFINITIONS**

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

**Account** – A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line, excluding Internet access. The second or non-primary local exchange access line, therefore, will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange access line.

**Account Codes** – Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

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

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

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

**Commission** – Louisiana Public Service Commission.

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

**Company** – Broadview Networks, Inc., the issuer of This Guide Book.

**Customer** – The person, firm or corporation that orders service and is responsible for payment of charges and compliance with the terms and conditions of This Guide Book.

**Customer Premises** – A location designated by the Customer for the purposes of connecting to the Company’s services.

**Customer Terminal Equipment** – Terminal equipment provided by the Customer.

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

**SECTION 1 – DEFINITIONS (CONT'D)**

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

Equal Access – A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

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

ICB – Individual Case Basis.

IXC or Interexchange Carrier – A long distance telecommunications service provider.

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

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

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

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

MOU – Minutes of Use.

NECA – National Exchange Carriers Association.

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

PBX – Private Branch Exchange.

PIN – Personal Identification Number. See Authorization Code.



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**SECTION 1 – DEFINITIONS (CONT'D)**

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Point of Presence (“POP”) – Location where the Company maintains a facility for purposes of interconnecting to the Company's Network.

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

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

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

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

Shared Inbound Calls – Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls – Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that “1 + 10-digit number” calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing “10XXX” or 101XXXX” with a “1+10-digit number.”

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

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

Switched Access Origination/Termination – Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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

Broadview Networks, Inc. – Broadview Networks, Inc., issuer of This Guide Book.

UNE Zone – Geographic area established by the Commission pursuant to Section 51.570(f) of the Code of Federal Regulations.

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

User or End User – A Customer, Joint User or any other person authorized by a Customer to use service provided under This Guide Book.

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**SECTION 2 – RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of This Guide Book in connection with one-way and/or two-way information transmission between points within the State of Louisiana, and terminating within a local calling area defined herein.

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

**2.1.2 Shortage of Equipment or Facilities**

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. For the purpose of computing charges in This Guide Book, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in This Guide Book. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in This Guide Book, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and This Guide Book prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of This Guide Book, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of the Guide Book; or
  - 2. the Customer is using the service in violation of the law.
- F. This Guide Book shall be interpreted and governed by the laws of the State of Louisiana without regard for its choice of laws provision.
- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- I. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to furnishing of service.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that results in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)**

## D. (Cont'd)

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

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)**

- H. Directory Errors – In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly Guide Book rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly Guide Book rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- I. With respect to Emergency 911 Service:
1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
  2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, its users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)****I. With respect to Emergency 911 Service (Cont'd)**

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

**2.1.5 Notification of Service-Affecting Activities**

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in This Guide Book. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party other than the Company, including, but not limited to, the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to This Guide Book, the responsibility of the Company shall be limited to the furnishing of facilities offered under This Guide Book and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.



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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-routine Installation**

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

**2.1.8 Special Construction**

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

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

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with This Guide Book remains in the Company, its partners, agents, contractors or suppliers.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.2 Prohibited Uses**

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer****2.3.1 General**

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

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

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

**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd)****2.3.2 Liability of the Customer**

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels****2.4.1 General**

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

**2.4.2 Station Equipment**

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

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

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

**2.4.3 Interconnection of Facilities**

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

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

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

**2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.



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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements****2.5.1. Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Louisiana gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

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

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

**2.5.2 Billing and Collection of Charges**

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

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

**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on pro rata based on the actual number of days in the month.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in This Guide Book or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company within 30 days of the receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. A service charge equal to \$20.00 will be assessed in accordance with Louisiana law for all checks or other payment type returned or dishonored by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.
- G. If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company, in accordance with This Guide Book, and later restored, restoration of service will be subject to restoration of service charges as specified in This Guide Book.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.3 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Louisiana Public Service Commission, at the following address:

Louisiana Public Service Commission  
Galvez Building, 12<sup>th</sup> Floor  
602 North Fifth Street  
Post Office Box 91154  
Baton Rouge, LA 70821-9154  
Phone: (225) 342-4404  
(800) 256-2397  
Fax: (225)342-2831

- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

**2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one (1) month's charges for the service or facility. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

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

**2.5.5 Deposits**

The Company does not collect Customer deposits.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.6 Discontinuance of Service**

The Company may discontinue service for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to disconnection unless otherwise indicated.

- (A) Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) 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.
- (D) Upon the Company's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

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

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

- (E) Upon an governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Upon the Company's discontinuance of service to the Customer under Section 2.5.6(A) or 2.5.6(B), the Company, 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 Guide Book, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- (H) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (I) Without notice in the event of tampering with the equipment or services furnished by the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.5 Payment Arrangements (Cont'd)****2.5.7 Cancellation of Application for Service**

- A. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in above will be calculated and applied on a case-by-case basis.

**2.5.8 Changes in Service Requested**

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

**2.5.9 Convenience Fee**

In the event a business Customer makes a one-time or recurring payment using a credit card, a Convenience Fee Charge may apply. Any payments for a deposit or advance payment to establish new service are excluded from the Convenience Fee Charge. This charge does not apply to residential Customers or to business Customers that make payment using their financial institution's bill payment service, Customers with negotiated contracts that do not allow the assessment of this fee, or Customers without a computer. This fee will be assessed at the point of payment and will not appear on the Customer's invoice.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service**

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

**2.6.1 General**

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

**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.6. Allowances for Interruptions in Service (Cont'd)**

**2.6.2 Limitations of Allowances**

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

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including, but not limited to, the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 Use of Another Means of Communication**

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

**2.6.4 Application for Credits for Interruptions in Service**

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.
- D. Interruptions of 24 Hours or Less

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

- E. Interruptions Over 24 Hours and Less Than 72 Hours

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

- F. Interruptions Over 72 Hours

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.5 Cancellation for Service Interruption**

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

**2.7 Use of Customer's Service by Others****2.7.1 Joint Use Arrangements**

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.8 Cancellation of Service/Termination Liability**

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

**2.8.1 Termination Liability**

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

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

**2.8.2 Cancellation of Service**

The Customer is responsible for notifying the Company thirty (30) days in advance of their desire to discontinue service.

**2.9 Transfers and Assignments**

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

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.10 Customer Liability for Unauthorized Use of the Network**

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

**2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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

**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.11 Notices and Communications**

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

**2.12 Taxes, Fees and Surcharges**

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

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.13 Miscellaneous Provisions****2.13.1 Telephone Number Changes**

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

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

**2.13.2 Maintenance and Operations Records**

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

**2.14 Customer Responsibility****A. Cancellation by Customer**

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.



**SECTION 2 – RULES AND REGULATIONS (CONT'D)**

**2.15 Toll-Free Services**

- 2.15.1** The Company will make every effort to reserve toll-free (i.e., “800/888”) vanity numbers for Customers but makes no guarantee or warranty that the requested number(s) will be available.
- 2.15.2** The Company will participate in porting toll-free numbers only when all charges incurred as a result of the toll-free number have been paid.
- 2.15.3** Toll-free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in This Guide Book, the Company will only honor Customer requests for a change in Responsible Organization or toll-free service provider for toll-free numbers dedicated to the sole use of that single customer.
- 2.15.4** If a Customer who has received a toll-free number does not subscribe to toll-free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

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**SECTION 3 – SERVICE AREAS**
**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, Inc.

**3.1.1 Exchange and UNE Zone Listings**

<b>Exchange</b>	<b>UNE Zone</b>
Abbeville	2
Albany	2
Alexandria	1, 2
Amite City	2
Angie	3
Arcadia	3
Baldwin	2
Bastop	2
Baton Rouge	1, 2
Benton	2
Bernice	3
Blanchard	2
Bogalusa	2
Boyce	3
Broussard	1
Bunkie	2
Buras	2
Bush	3
Calhoun	3
Carencro	2
Castor	3
Centerville	2
Chackbay	2
Clinton	3
Colfax	3
Columbia	3
Convent	2
Converse	3
Coushatta	3
Covington	2
Crowley	2
Crowville	3

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**SECTION 3 – SERVICE AREAS (Cont'd)**
**3.1 Exchange Service Areas (Cont'd)****3.1.1 Exchange and UNE Zone Listings (Cont'd)**

<b>Exchange</b>	<b>UNE Zone</b>
Delacroix	2
Delhi	3
Denham Springs	2
DeRidder	2
Donaldsonville	2
Doylline	2
Dry Prong	3
Dubach	3
Dulac	2
Duson	2
Edgard	2
Epps	3
Erath	2
Eunice	2
Farmerville	3
Ferriday	2
Florien	3
Folsom	2
Fort Necessity	3
Franklin	1
Franklinton	3
Georgetown	3
Gibsland	3
Gibson	2
Grambling	2
Grand Cane	3
Greenwood	2
Gueydan	3
Hammond	1
Harrisonburg	3
Haughton	2, 3
Haynesville	3
Homer	3
Hornbeck	3
Houma	1

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**SECTION 3 – SERVICE AREAS (Cont'd)****3.1 Exchange Service Areas (Cont'd)****3.1.1 Exchange and UNE Zone Listings (Cont'd)**

<b>Exchange</b>	<b>UNE Zone</b>
Independence	2
Jackson	2
Jeanerette	2
Jennings	2
Jesuit Bend	2
Jonesboro	3
Jonesville	3
Keatchie	3
Keithville	2
Kenner	1
Kentwood	3
Krotz Springs	2
Labadieville	2
Lacombe	2
Lafayette	1
Lafitte	2
Lake Arthur	2
Lake Catherine	2
Lake Charles	1, 2
Lake Providence	2
LaPlace	1
Lawtell	3
LeCompte	2
Leesville	2, 3
Leonville	3
Lisbon	3
Livingston	2
Lockport	2
Logansport	3
Loreauville	2
Luling	1, 2
Lutcher	1
Madisonville	2
Mandeville	1
Mansfield	2

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**SECTION 3 – SERVICE AREAS (Cont'd)**
**3.1 Exchange Service Areas (Cont'd)****3.1.1 Exchange and UNE Zone Listings (Cont'd)**

<b>Exchange</b>	<b>UNE Zone</b>
Many	2
Marksville	2
Marksville	2
Melville	3
Mer Rouge	3
Merryville	3
Minden	2
Monroe	1, 2
Montegut	2
Monterey	3
Montgomery	3
Mooringsport	2
Morgan City	1, 2
Morganza	2
Mount Hermon	2
Napoleonville	2
Natchitoches	2
Newellton	3
New Iberia	1
New Orleans	1
New Roads	2
Norco	1
Oak Grove	3
Oakdale	2
Oil City	2
Opelousas	1
Paradis	2
Patterson	1
Pearl River	2
Pierre Part	2
Pine	3
Plaquemine	1, 2
Pointe a la Hache	3
Pollock	3
Ponchatoula	2
Port Barre	3
Port Sulphur	2

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**SECTION 3 – SERVICE AREAS (Cont'd)**
**3.1 Exchange Service Areas (Cont'd)****3.1.1 Exchange and UNE Zone Listings (Cont'd)**

<b>Exchange</b>	<b>UNE Zone</b>
Raceland	2
Rayne	2
Rayville	2
Robeline	3
Rougon	3
Ruston	1
Saint Bernard	2
Saint Francisville	2
Saint Gabriel	2
Saint Joseph	3
Saint Landry	3
Saint Martinville	2
Saline	3
Shreveport	1
Sicily Island	3
Slidell	1
Springfield	2
Sterlington	2
Sulphur	3
Sweet Lake	3
Tallulah	2
Thibodaux	1
Tunica	3
Vacherie	2
Venice	1
Vidalia	2
Vinton	2
Washington	3
Waterproof	3
Weeks Island	3
White Castle	2
Wilson	3
Winnfield	3
Winnsboro	2
Youngsville	2
Yslcloskey	2
Zachary	2
Zwolle	3

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**SECTION 4 – BASIC SERVICES AND RATES**

**4.1 Call Timing for Usage Sensitive Services**

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

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

**4.2 Distance Calculations**

The Company does not offer distance sensitive services.

**4.3 Rate Periods for Time of Day Sensitive Services**

The Company does not offer time of day sensitive services.

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**SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)****4.4 Basic Local Exchange Service****4.4.1 Service Areas and Local Calling Areas**

Broadview Networks, Inc.'s exchange area and local calling areas are identical to those defined in the Guide Books of BellSouth Telecommunications, Inc. Louisiana. 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.

**4.4.2 Service Offerings**

The following Company Services in this section are for residence and business Customers and for carriers certificated by the Commission. Rates and charges for local services provided by the Company may be based, in part, on the UNE Zone associated with the Customer's End Office. The UNE Zone is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office. In the event that an incumbent LEC or the Commission reclassifies an exchange from one UNE Zone to another, the reclassification will also apply to customers who purchase services under This Guide Book. The Company will concur in the local calling area boundaries and UNE Zone assignments to those of the incumbent LECs in whose service territory the Company provides service.

The Company offers local dialtone service to customers in the Exchanges listed in Section 3.1. Local dialtone service allows customers to initiate and terminate calls within their local calling areas. No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

All services offered in This Guide Book are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.



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**SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)****4.4 Basic Local Exchange Service (Cont'd.)****4.4.3 Standard Access Line**

The Standard Access Line provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Access Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. A multi-line subscriber is a Business customer with more than one line provided by Broadview Networks. Standard Access Lines enable the customer to:

- place or receive calls to any 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 interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800 numbers;
- access Telecommunications Relay Service.

Touch Tone signaling, consisting of a push button or touchtone dial that sends out a sound which consists of two discrete tones (one low frequency and one high frequency), picked up and interpreted by telephone switches, is provided as part of the Standard Access Line.

The Company's service will automatically block originating calls to other telephone companies' caller-paid information services (e.g., 900, 976) at no charge. Calls to those numbers and other numbers used for caller-paid information services will be unblocked on a per directory number basis only. Subsequent blocking of 900-type numbers will incur a charge listed in section 5.

**A. Monthly Rates by UNE Zone**

	Flat Rate <u>Residence</u>	Flat Rate <u>Business</u>
Zone 1	\$14.24	\$52.80 <b>(I)</b>
Zone 2	\$13.27	\$52.80 <b>(I)</b>
Zone 3	\$13.27	\$52.80 <b>(I)</b>

**SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)**

**4.5 [Reserved For Future Use]**

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**SECTION 4 – BASIC SERVICES AND RATES, (CONT'D.)**

4.6 [Reserved For Future Use]

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES**

**5.1 Service Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer’s primary interexchange carrier (PIC) code.

**5.1.1 Service Order Charges**

Transfer of Service Charge – applies when a customer requests a move or change in physical location. (T)  
This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

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Technician Dispatch Charge – A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer’s premises is necessary to isolate a problem reported to the Company but identified by the Company’s technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company’s agents or employees, at the Customer’s request, to the Premises of the Customer, when the Customer fails to meet the Company’s agent or employees for the prearranged appointment as requested.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.1 Service Order and Change Charges (Cont'd)****5.1.2 Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Toll Restriction Fee Order – applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.1 Service Order and Change Charges (Cont'd)**

**5.1.3 Rates**

	<u>Non-Recurring Charges</u>		(C)	
	<u>Residence</u>	<u>Business</u>		
<u>Service Order Charges</u>				
Service Connection Charge, per line	\$60.00	\$120.00		
Transfer of Service Charge	\$60.00	\$120.00		
Technician Dispatch Charge	\$149.00	\$149.00		
Service Order Charge	N/A	N/A		
<u>Change Order Service Charges</u>				
Custom Calling Feature Change Order	\$30.00	\$30.00		
Toll Restriction Fee Order	\$30.00	\$30.00		
Telephone Number Change Order	\$30.00	\$30.00		
Listing Change Charge	\$30.00	\$30.00		
				(C)

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.2 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

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<u>Per occasion</u>	<u>Non-Recurring Charge</u>
Residential	\$79.00
Business	\$100.00 (I)

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.3 Maintenance Visit Charges**

(N)

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and there is no trouble found with the Company facilities or trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

A Dispatch Charge will apply, if as a result of an end user's actions, the Company cannot complete requested work activity when a technician has been dispatched to the end user's premises. The Dispatch Charge also applies if an end user requests the dispatch of a technician to the end user's premises and there is no customer access resulting in the technician being unable to confirm that there is no trouble found on the Company's network.

Normal Business Hours (Monday – Friday 8:00 am – 5:00 pm)

\$300.00 per hour. Customer billed minimum of one hour and half hour increments thereafter. Charges are per technician, plus materials.

Outside Normal Business Hours

\$400.00 per hour. Customer billed minimum of one hour and half hour increments thereafter. Charges are per technician, plus materials.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard Guide Booked usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

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

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

Rate Per Call: \$0.75 (I)

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.5 Custom Calling Features**

The features in this section are made available to Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

**5.5.1 Feature Descriptions**

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Forwarding Busy Line - This feature provides for calls terminating to a subscriber's busy directory number to be forwarded to another telephone number on a premises other than the provisioned premises. The customer selected forward-to telephone number is preprogrammed at the time service is established and can only be changed via service order.

Call Forwarding Don't Answer - This feature provides for calls terminating to a subscribers idle directory number to be forwarded, after a customer preselected interval, to another telephone number. The customer selected forward-to telephone number and specified interval are preprogrammed at the time service is established and can only be changed via service order.

Remote Access – Call Forwarding - This feature provides a customer the Call Forwarding feature and the capability to activate and deactivate the service remotely from any line/equipment capable of Touch-Tone signaling rather than only from the base station line. This feature does not require that a courtesy call be completed to the forward-to-telephone number.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.5 Custom Calling Features**

**5.5.1 Feature Descriptions (Cont'd)**

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Repeat/Auto Dial – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.5 Custom Calling Features**

(N)

**5.5.1 Feature Descriptions (Cont'd)**

Remote Call Forwarding: Remote Call Forwarding (RCF) is an exchange service that utilizes a telephone number to forward automatically all incoming calls dialed to the RCF telephone number to another telephone number.

Distinctive Ringing: Distinctive Ringing provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers. The customer creates a screening list of up to six telephone numbers through an interactive dialing sequence. When a call is received from one of the predetermined telephone numbers, the customer is alerted with a distinctive ringing pattern (short, long, short). Calls from telephone numbers not included on the screening list will produce a normal ring.

Selective Call Forwarding: Selective Call Forwarding allows the customer to transfer selected calls to another telephone number. A screening list of up to six numbers is created by the customer and placed in the network memory via an interactive dialing sequence. Subsequently, calls are forwarded to the Call Forwarding telephone number only if the calling number can be obtained and is found to match a number on the screening list.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.5 Custom Calling Features****5.5.2 Rates**

<b>FEATURE</b>	<b>RESIDENTIAL RATE</b>	<b>BUSINESS RATE</b>	<b>BILLED</b>
Call Forwarding		\$10.20 (I)	
Call Forwarding Busy Line	\$2.00	\$6.00 (I)	
Call Forwarding Don't Answer	\$1.50	\$6.00 (I)	
Remote Access – Call Forwarding	\$7.00	\$9.54 (I)	
Speed Calling – 8	\$7.00	\$8.40 (I)	
Speed Calling – 30	\$5.95	\$8.40 (I)	
Caller ID	\$8.99	\$13.20 (I)	
Caller ID with Name	\$9.99	\$17.40 (I)	
Call Trace	\$5.95	\$7.80 (I)	
Call Blocking	\$7.00	\$8.40 (I)	
Call Waiting	\$8.50	\$9.54 (I)	
Three Way Calling	\$7.00	\$9.54 (I)	
Call Return (*69)	\$8.00	\$9.60 (I)	
Anonymous Call Rejection			
Repeat/Auto Dial	\$7.00	\$8.40 (I)	
Per Call Blocking			
Per Line Blocking			
Remote Call Forwarding			
Distinctive Ringing	\$5.95	N/A	
Selective Call Forwarding	\$5.95		

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.6 Directory Assistance Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

**5.6.1 Basic Directory Assistance**

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

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

**A. Exemptions**

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

**B. Allowances**

There are no call allowances for Directory Assistance Service.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.6 Directory Assistance Services (Cont'd)**

**5.6.2 Rates**

**A. Basic Directory Assistance**

Direct dialed, per call	<u>Residence</u> \$1.99 (I)
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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

5.7 [RESERVED FOR FUTURE USE]

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service**

**5.8.1 General**

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

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

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

Dual name listings are permitted as a regular directory listing for residential service.

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

**5.8.2 Listings**

**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line and each joint user.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service (Cont'd)**

**5.8.2 Listings (Cont'd)**

**B. Additional Listings**

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.8 Directory Listing Service (Cont'd)****5.8.2 Listings (Cont'd)****C. Nonpublished Service**

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

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

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

**D. Nonlisted Service**

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

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

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

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service (Cont'd)**

**5.8.3 Rates and Charges**

	<u>Residential</u>	<u>Business</u>
Primary Listings	\$0.00	\$0.00
Additional Listings	\$1.50	\$3.00 <b>(I)</b>
Nonpublished Service	\$5.50	\$6.60 <b>(I)</b>
Nonlisted Service	\$3.50	\$4.20 <b>(I)</b>
Alternate Listings	\$2.25	\$2.70 <b>(I)</b>

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.9 Carrier Presubscription**

**5.9.1 General**

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

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.10 Toll Restriction Service**

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. This arrangement does allow Calling Card calls, Collect calls, Third Number calls, and direct dialed calls to 911, Directory Assistance and Toll Free services. This service is available where facilities permit.

## 5.10.1 Rates

	<u>Residence</u>
Nonrecurring charge, per line	*
Monthly, per line	\$8.50 (I)

**5.11 900/976/700 Blocking Service**

Blocking Service provides residence and business customers with the ability to block access from a particular network access line to all telephone numbers for which a certain Numbering Plan Area (NPA) or prefix must be dialed.

The types of Blocking Service available are 900 Blocking Service, 976 Blocking Service, and 700 Blocking Service.

- A. 900 Blocking Service blocks access to all telephone numbers for which the 900 NPA must be dialed.
- B. 976 Blocking Service blocks access to all telephone numbers for which the prefix 976 (1+NPA+976 or 1+976) must be dialed.
- C. 700 Blocking Service blocks access to all telephone numbers for which the prefix 700 (1+NPA+700 or 1+700) must be dialed.

The service is classified as a local exchange telecommunications service.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.11 900/976/700 Blocking Service (Cont'd)**

## 5.11.1 Conditions

- A. The Company's obligation to furnish network facilities for Blocking Service is dependent upon the availability of suitable facilities. Because of central office and other facility limitations, it may not be possible for the Company to provide all of the services that may be requested.
- B. Blocking Service is available only for blocking access to all 900 NPOA, 976 and 700 prefix telephone numbers from a particular network access line, and not for blocking access to a specific 900 NPA, 976 or 700 prefix telephone numbers.
- C. The Company shall not terminate telephone service to its subscribers solely for the non-payment of 900, 976 or 700 charges.
- D. The Company shall remove billed 900, 976 and 700 charges from an end user's bill under the following conditions:
  - 1. The Company provides billing service to the 900, 976 or 700 provider;
  - 2. This is the end user's initial contact with the Company disputing 900, 976 or 700 charges;
  - 3. The 900, 976 or 700 charges were incurred without the end user's consent or knowledge.
- E. When 900, 976 or 700 charges are removed from an end user's bill and where network facilities permit, the Company will recommend blocking service to the end user to avoid future unauthorized use of 900, 976 and 700 services.
- F. If the end user refuses Blocking Services, future 900, 976 and 700 charges will not be removed from the end user's bill unless otherwise justifiable.
  - 1. If the end user refuses to pay for justified charges and after refusing blocking, the Company may initiate mandatory blocking at no charge to the subscriber.
  - 2. When mandatory blocking has been imposed, access to 900, 976 and 700 Service will be denied until outstanding charges have been paid in full.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.11 900/976/700 Blocking Service (Cont'd)**

5.11.2 Rates

No charge is associated with 900/976/700 Blocking Service.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.12 Operator Handled Calling Service**

The Company provides access to Operator Handled Calling Services for Customers and Users of the Company's Local and IntraLATA Toll calling services and to users accessing pre-subscribed public payphones or customer-provided stations for operator assisted calls. In addition to charges which would otherwise apply pursuant to the other Sections of This Guide Book, each operator handled call may be assessed a surcharge(s) as set forth within: (C)

General Assistance: Customers may request general information from the operator, such as dialing instructions, country or city codes, area code information and customer service telephone number, without requesting the operator to complete the call.

Person-to-Person: Calls completed with the assistance of a company operator to a particular person, station, department or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card or User's calling card.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card or to a calling card. Calls may be completed with or without the assistance of a Company operator.

Operator Dialed Surcharge: The end user places the call without dialing the designated number, although the capability to do it himself exists. The end user will dial "0" for local calls and long distance calls and then requests the operator to dial the called station.

Billed to Calling Card: Refers to calls that are dialed by the Customer or User in accordance with standard dialing instructions and billed to a calling card.

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

Emergency Interrupt Service: Upon request of a calling party, the operator will interrupt the call on the called line only if the calling party indicates an emergency. For calls that are interrupted, both the Busy Line Verification and the Interrupt charges will apply.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.12 Operator Handled Calling Service (Cont'd)**

Busy Line Verification and Emergency Interrupt charges will apply when:

1. the operator verifies that the line is busy;
2. the operator verifies that the line is available for incoming calls;
3. the operator verifies that the called number is busy with a call in progress and the Customer requests and interruption.

No charge will apply when:

1. the calling party advises that the call is to or from an official public emergency agency;
2. under conditions other than those specified within, preceding.

Busy Line Verification and Emergency Interrupt Service are furnished where and to the extent that facilities permit. The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

In addition to charges which would otherwise apply pursuant to other Sections of This Guide Book, each operator handled call will be assessed a charge as listed in this Section.

**5.12.1 Operator Service Rates**

(N)

The Company provides operator services to its customers pursuant to agreement with a third-party operator services provider. The following per call surcharges apply to all calls requesting Company's operator services assistance.

	<u>Per Use Surcharge</u>
A. <u>Billing Surcharges</u>	
Station-to-Station customer dialed calling card (credit card) calls, each	\$1.00
Station-to-Station operator assisted sent-paid, Collect, third number, and non-customer dialed credit card calls, each	\$2.50
Person-to-Person operator assisted calls, each	\$5.00
Inmate calls from correctional institutions	\$0.63
B. <u>Operator Dialed Surcharge</u>	
Station-to-Station operator assisted or Person-to-Person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number, each	\$1.25

(N)

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.12 Operator Handled Calling Service (Cont'd)**

**5.12.1 Operator Service Rates (Cont'd)**

C.	<u>Busy Line Verification &amp; Interrupt Service</u>		(M)
		<u>Per Call</u>	
	Busy Line Verification, each occasion	\$2.66 (I)	
	Emergency Interruption	\$5.32 (I)	(M)

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Emergency Interruption

\$5.32 (I)

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.13 Telecommunications Devices for the Deaf (TDD) – Louisiana Relay Center (Dual Party Relay Service)**

- 5.13.1 The Louisiana Relay Center permits hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. Communications take place by relaying conversations (Voice to TDD and TDD to voice). These calls are between one party who must communicate by means of a TDD and another who communicates by means of an ordinary telephone. Messages are rated from the rate center of the calling party to the rate center of the called party.
- 5.13.2 Rates are reduced for certain calls for Customers who meet the following requirements:
- A. The Customer has certified to the Company as having a hearing or speech impairment that prevents telephone voice communication.
  - B. The Customer uses a telecommunications device for the deaf (TDD) or other non-voice equipment for telecommunications.
  - C. The Customer makes written application to the Company for the reduced TDD rates.
  - D. The Customer designates to the Company one and only one telephone number associated with that Customer's service and telecommunications device. Reduced rates apply only to calls originated from this telephone number.
  - E. A 25% TDD Rate Reduction applies to all Dial Station-to-Station calls originated from the designed telephone number.
  - F. The Customer uses the Louisiana Relay Center which permits hearing and speech impaired customers to use a Telecommunications Device for the Deaf (TDD) to exchange telephone messages with voice customers.
- 5.13.3. A 25% TDD Rate Reduction applies for an agency or business that assists hearing or speech impaired persons under the following conditions:
- A. The agency or business provides non-voice telecommunications equipment (TDD) solely for the use of hearing or speech impaired persons or persons who communication with hearing or speech impaired persons.
  - B. The agency or business makes written applications to the Company for the reduced TDD rates.
  - C. The reduced rates are given as a credit on a subsequent bill.
  - D. A 25% TDD Rate Reduction applies for all Dial Station-to-Station calls placed between TDDs.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.13 Telecommunications Devices for the Deaf (TDD) – Louisiana Relay Center (Dual Party Relay Services) (Cont'd)**

5.13.4 A 25% TDD Rate Reduction applies for individuals equipped with TDDs for communicating with hearing or speech impaired persons under the following conditions:

- A. The Customer uses a TDD or other non-voice equipment for communications with other TDDs or non-voice equipment.
- B. The Customer makes written application to the Company for reduced TDD rates.
- C. The reduced rates are given as a credit on a subsequent bill.
- D. The reduced rates specified herein apply for all Dial Station-to-Station calls placed between TDDs.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.14 911 Emergency Service (“911 Service”)**

- 5.14.1 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 5.14.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects or malfunctions in 911 Service.
- 5.14.3 Upon the Company’s transmittal of a Customer’s 911 Service record, including the Customer’s name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer’s street name, address, telephone number, appropriate police, fire, ambulance or other agencies’ jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.
- 5.14.4 By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer’s telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.



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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.15 Broadspeed PRI**

(N)

**5.15.1 Description**

Broadspeed PRI is a local exchange access service that provides direct digital connections via 1.544 facility between customers with ISDN-PRI compatible Customer Premises Equipment (CPE) and ISDN-PRI equipped switches.

Broadspeed Primary Rate Interface (PRI) provides local exchange access loop services such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), and business dial tone lines. It can also be used as loop transport for circuit data applications. Broadspeed PRI is provisioned on the 1.544 megabits per second (Mbps) bandwidth and uses ISDN architecture of 23 B or bearer channels and 1 D or data channel, or 24 B channels to provide the customer with the capabilities of a simultaneous access, transmission, and switching of voice, data and video applications via channelized transport.

Customers are given the opportunity to subscribe to the Company's services for 1 year, 2 year or 3 year terms. If the Customer discontinues its term commitment prior to the expiration of the agreed upon contract, the termination liability will be equal to the monthly charge multiplied by the number of months remaining on the contract. All Customers agree to meet and will be billed a minimum of \$150.00 in monthly calling volumes, including local service, intraLATA toll, interstate and international long distance calling for each Broadspeed PRI service.

(N)

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.15 Broadspeed PRI (Cont'd)****5.15.2 Features**

Broadspeed PRI offers the following feature functionalities:

- Calling Party Number (CPN) – CPN allows the user to have access to the directory number of the calling party.
- Call-by-Call (CBC) – CBC allows B channels to be configured to access multiple services such as data, voice and video applications on a per call basis and eliminates the need for separate facilities for individual services.
- Multiple Facility Signaling Control – MFSC allows the D channel of one PRI arrangement to provide signaling for up to 20 (T) PRIs. A back up D channel is required for this arrangement.
- Calling Line Identification – Delivers the calling party's telephone number, if available, to the Broadspeed PRI subscriber. The number will be delivered if the call originates either in the same switch as the subscriber or is connected to the switch by SS7. This feature is available per port.
- Backup D Channel – provides a backup D channel as a standby spare in the event that the primary D channel fails. Multiple Facility Signaling Control is required for this feature. Backup D channel is available in the DMS switches; and must be NI-2 compatible.
- Caller ID With Name - This feature provides the originating telephone number and also the name associated with the line. The information is displayed on a Customer provided display device attached to the Customer's telephone line.

(N)

(N)

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.15 Broadspeed PRI (Cont'd)**

**5.15.3 Non-recurring Charges**

Installation: A non-recurring Installation charge is applicable for each Broadspeed PRI facility. Billing will commence at the earlier of: 1) the date on which installation is complete and services are turned up; or 2) fifteen days after written notification to Customer of the Company's readiness to schedule service turn up.

Service Order: A non-recurring Service Order charge is applicable for each Broadspeed PRI facility.

Change Order: A non-recurring Change Order charge is applicable for each Broadspeed PRI facility where after initial installation, the Customer requests changing telecommunications services associated with Broadspeed PRI.

(D)  
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**5.15.4 Monthly Recurring Charges**

Broadspeed PRI service is subject to monthly recurring charges on a per facility basis. All PRI facilities are subject to a fixed monthly recurring charge. PRI facilities that are greater than 0.1 miles and less than fifteen miles are subject to a monthly recurring mileage charge in addition to the fixed monthly recurring charge. No services are provisioned beyond fifteen miles from a Company T1 collocation. Subscribers will be subject to a fixed monthly recurring mileage component and a per mile component. DS1 facility mileage calculated at .5 or less will be rounded down. DS1 facility mileage calculated at .6 or higher will be rounded up (Example - If DS1 facility mileage equals 1.5 miles, the per mile component of the monthly recurring mileage would equal 1 mile. If DS1 facility mileage equals 1.6 miles, the per mile component of the monthly recurring mileage would equal 2 miles).

Broadspeed PRI service is subject to monthly recurring charges based on the calling plan selected. Total monthly recurring charges for these services varies based on the calling plan chosen.

(N)  
|

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont’d)**

**5.15 Broadspeed PRI (Cont’d)**

**5.15.4 Monthly Recurring Charges (Cont’d)**

Subscribers must select one of the following calling plan options shown below.

(C)

Measured Plan: There is no monthly recurring charge associated with the Measured Plan with the exception of the facility charge. All local, intraLATA toll and long distance calls are timed and rated per usage rates defined herein.

(C)

Measured Plan with Minimum Usage Guarantee: Measured Plan with a Minimum Usage Guarantee (“MUG”) subscribers are obligated to bill \$150 in usage each month. If usage for a month totals less than \$150, the subscriber will be billed the Minimum Usage Guarantee of \$150. If usage for a month totals \$150 or more, the subscriber is billed that amount corresponding to their total usage.

(C)

10k Plan: Monthly recurring charges for the 10k Plan include 10,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 10,000 minute per month allowance will be billed at the overage per minute rates defined herein.

25k Plan: Monthly recurring charges for the 25k Plan include 25,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 25,000 minute per month allowance will be billed at the overage per minute rates defined herein.

50k Plan: Monthly recurring charges for the 50k Plan include 50,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 50,000 minute per month allowance will be billed at the overage per minute rates defined herein.

(N)

100k Plan: Monthly recurring charges for the 100k Plan include 100,000 minutes per month of local, intraLATA toll and long distance calling. All local, intraLATA toll and long distance calls in excess of the 100,000 minute per month allowance will be billed at the overage per minute rates defined herein.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.15 Broadspeed PRI (Cont'd)**

**5.15.5 Local Calls**

Broadspeed PRI provides local calling service. Local usage is non-time-of-day sensitive and is billed on per minute basis.

The Company concurs with the local exchange and service areas defined by the incumbent local exchange areas.

(D)

**5.15.6 IntraLATA Toll Calls**

Broadspeed PRI provides IntraLATA Toll Calling Service which is furnished for communications between different local calling areas within a LATA. A LATA is an area defined in the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0191. A call that terminates within the same LATA but outside the local calling area is considered an IntraLATA Toll Service call. IntraLATA Toll usage is non-time-of-day sensitive and is billed on a per minute basis.

**5.15.7 Long Distance Calls**

Broadspeed PRI provides intrastate and interstate long distance calling service. Long distance usage is non-time-of-day sensitive. Usage is billed in initial thirty (30) second increments with six (6) second increments billed thereafter.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.15 Broadspeed PRI (Cont'd)**

**5.15.8 Rates**

<u>Non-Recurring Charges:</u>	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
Per PRI:			
Installation	\$850.00	\$850.00	\$850.00
Service Order	\$40.00	\$40.00	\$40.00
Change Order	\$40.00	\$40.00	\$40.00
Denied/Missed Site Survey			
Appointment, per Occurrence	\$99.00	\$99.00	\$99.00
Long Distance Account			
Codes, per Acct	\$25.00	\$25.00	\$25.00

(D)

(D)

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.15 Broadspeed PRI (Cont'd)**

**5.15.8 Rates (Cont'd)**

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>	
<u>Monthly Recurring Charges (includes port, facility, trunks and 1<sup>st</sup> 20 DIDs):</u>				
Per PRI Facility	\$1,323.96	\$915.96	\$813.96	(I)
PRI Facility - Mileage Charge				(I)
- Fixed	\$91.80	\$91.80	\$91.80	(I)
- Per Mile	\$40.80	\$40.80	\$40.80	
Toll Free Numbers, each	\$20.40	\$20.40	\$20.40	(I)
Initial block of 20 numbers	\$0.00	\$0.00	\$0.00	
Each Add'l block of 20 numbers	\$10.20	\$10.20	\$10.20	(I)
Caller ID With Name	\$204.00	\$204.00	\$204.00	(I)
Call Re-Direct	\$102.00	\$102.00	\$102.00	(I)
Measured Plan	\$42.00	\$42.00	\$42.00	(I)
10k Plan	\$326.40	\$285.60	\$255.00	(I)
25k Plan	\$866.40	\$785.40	\$765.00	(I)
50k Plan	\$1,671.00	\$1,383.00	\$1,251.00	(I)
100k Plan	\$2,080.80	\$1,866.60	\$1,662.00	(I)

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.15 Broadspeed PRI (Cont'd)****5.15.8 Rates (Cont'd)**

	<u>One Year Term</u>	<u>Two Year Term</u>	<u>Three Year Term</u>
<u>Per Minute Charges</u>			
Local Calls			
Per Minute	\$0..037 (I)	\$0.031 (I)	\$0.027 (I)
IntraLATA/Long Distance Calls			
Per Minute	\$0.080 (I)	\$0.053 (I)	\$0.044 (I)
Toll Free Inbound Calls			
Per Minute	\$0.080 (I)	\$0.053 (I)	\$0.044 (I)
Local Calls - Overage			
Per Minute	\$0.045	\$0.029	\$0.024
IntraLATA/Long Distance Calls - Overage			
Per Minute	\$0.045	\$0.029	\$0.024

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**SECTION 6 –SPECIAL ARRANGEMENTS**

(N)

**6.1 Special Construction****6.1.1 Basis for Charges**

Basis for Charges where the Carrier furnishes a facility or Service for which a rate or charge is not specified in the Carrier's Guide Books, charges will be based on the costs incurred by the Carrier (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of 1), 2), and 3).

**6.1.2 Basis for Cost Computation**

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1) equipment and materials provided or used;
  - 2) engineering, labor, and supervision;
  - 3) transportation; and
  - 4) rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful Service life of the facilities with an appropriate allowance for the estimated net salvage.

(N)

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**SECTION 6 –SPECIAL ARRANGEMENTS (Cont’d)**

(N)

**6.1 Special Construction (Cont’d)**

**6.1.2 Basis for Cost Computation (Cont’d)**

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Guide Book preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

**6.1.3 Termination Liability**

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

The period on which the termination liability is based is the estimated Service life of the facilities provided.

(N)

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**SECTION 6 –SPECIAL ARRANGEMENTS (Cont’d)**

(N)

**6.1 Special Construction (Cont’d)****6.1.3 Termination Liability (Cont’d)**

The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
- 1) equipment and materials provided or used;
  - 2) engineering, labor, and supervision;
  - 3) transportation; and
  - 4) rights of way and/or any required easements;
  - 5) license preparation, processing, and related fees;
  - 6) Guide Book preparation, processing and related fees;
  - 7) cost of removal and restoration, where appropriate; and
  - 8) any other identifiable costs related to the specially constructed or rearranged facilities.
  - 9) the termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined preceding shall be adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

(N)

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**SECTION 6 –SPECIAL ARRANGEMENTS (Cont’d)**

(N)

**6.2 Non-routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside the Carrier's regular business hours, or (in the Carrier's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Carrier 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.

**6.3 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under This Guide Book. Rates quoted in response to such competitive requests may be different than those specified for such service in This Guide Book. Individual Case Basis (ICB) rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB rates, service descriptions and length of such agreement will be filed with the Louisiana Public Service Commission.

(N)