
LOCAL SERVICES TARIFF

This tariff, CBTS Technology Solutions LLC's Nebraska Tariff No. 3, cancels and replaces, in its entirety Cincinnati Bell Any Distance Inc.'s Nebraska Tariff No. 1, currently on file with the Nebraska Public Service Commission.

CBTS Technology Solutions LLC

LOCAL SERVICES TARIFF
Filed with the Nebraska Public Service Commission

Regulations and Schedule of Local Exchange Services and Rates
Within the State of Nebraska

This tariff includes the rates, charges, terms and conditions of service for the provision of local resold business services by CBTS Technology Solutions LLC ("CBTS") within the State of Nebraska.

This tariff is on file with the Nebraska Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business at 221 E. Fourth Street, 103-1080, Cincinnati, Ohio 45202.

Issued: December 14, 2017

Effective: December 24, 2017

Issued by: Ted Heckmann, Senior Director Regulatory & Government Affairs
221 E. Fourth St., 103-1080
Cincinnati, Ohio 45202

NE11701

LOCAL SERVICES TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	33	Original	*		
1	Original	*	34	Original	*		
2	Original	*	35	Original	*		
3	Original	*	36	Original	*		
4	Original	*	37	Original	*		
5	Original	*	38	Original	*		
6	Original	*	39	Original	*		
7	Original	*	40	Original	*		
8	Original	*	41	Original	*		
9	Original	*	42	Original	*		
10	Original	*	43	Original	*		
11	Original	*	44	Original	*		
12	Original	*	45	Original	*		
13	Original	*	46	Original	*		
14	Original	*					
15	Original	*					
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26	Original	*					
27	Original	*					
28	Original	*					
29	Original	*					
30	Original	*					
31	Original	*					
32	Original	*					

* - indicates those pages included with this filing

LOCAL SERVICES TARIFF

TABLE OF CONTENTS

	<u>Page</u>
TITLE PAGE	Title
CHECK SHEET	1
TABLE OF CONTENTS	2
INDEX	3
EXPLANATION OF SYMBOLS	5
SECTION 1 - Application of Tariff and Definitions	6
SECTION 2 - Regulations	14
SECTION 3 - Directory Listings	31
SECTION 4 - Directory Assistance Service	36
SECTION 5 - Operator Assistance Service	37
SECTION 6 - Business Exchange Service	39
SECTION 7 - PRI Service	41
SECTION 8 - Exchange Areas	46

LOCAL SERVICES TARIFF

INDEX

<u>Subject</u>	<u>Page</u>
911 Service	30
Additional (Directory) Listings.....	34
Availability	13
Availability of Facilities.....	15
Business Access Lines	39
Calling Areas	46
Connections of Customer-Provided Terminal Equipment and Communications Systems..	18
Defacement of Premises.....	16
Definitions	7
Denial of Service	25
Deposits	23
Digital Trunk Facility	41
Directories.....	30
Directory Assistance (DA) Service	36
Directory Listings.....	31
Disconnection of Service	25
E911 Service.....	30
Establishment and Furnishing of Service	22
Identity of Customer-Announcement Facilities	28
Individual Case Basis (ICB) Arrangements	27
Insufficient Fund Checks	25
Late Payment Fee	25
Liability Limitations.....	15

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LOCAL SERVICES TARIFF

INDEX

<u>Subject</u>	<u>Page</u>
Listings, Directory	31
Local Directory Assistance Service	36
Non-Published Service	35
Obligation and Liability of Company	15
Operator Assistance.....	37
Operator Verification/Interruption Service	37
Overtime	27
Ownership and Use of Service and Equipment.....	17
Payment for Service	24
Primary (Directory) Listings.....	34
Service Area.....	46
Service Irregularities and Interruptions	15
Taxes and Fees	29
Telecommunications Relay Surcharge	29
Transmitting Messages.....	16
Use of Connecting Company Lines	16
Use of Service and Facilities.....	17

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LOCAL SERVICES TARIFF

EXPLANATION OF SYMBOLS USED IN THIS TARIFF

The following symbols are used in this tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- T - To signify a change in text but no change in rate or regulation.

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LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS**1.1 APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by CBTS Technology Solutions LLC to customers within the State of Nebraska. Local exchange business services will be provided in the State in service areas of any local exchange carriers with whom the Company has either a resale agreement or an interconnection agreement in effect. The services in this tariff will be provided where technically feasible.

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LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS**1.2 DEFINITIONS**

Certain terms used generally throughout this tariff are defined as follows.

1.2.1. Central Office

A switching unit in a telecommunications system providing service to the general public, that has the necessary equipment and operating arrangements for terminating and interconnecting lines and trunks.

1.2.2 Central Office Line

A circuit used within a central office to connect to an individual line or any type of trunk.

1.2.3 Company

CBTS Technology Solutions LLC (CBTS) which is the issuer of this tariff. Also refers to the underlying provider whose facilities CBTS uses to furnish service.

1.2.4 Communication-Impaired Person

For purposes of this tariff, the definition of impaired refers to persons with communication impairments, including hearing impaired, deaf, deaf/blind, or speech impaired persons whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf or text telephone (TDD/TTY).

1.2.5 Commission

The Nebraska Public Service Commission (NPSC).

1.2.6 Contract

The service agreement between a customer and the Company under which facilities for the customer's use are furnished, in accordance with the provisions of this tariff.

1.2.7 Customer

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

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)

1.2 DEFINITIONS, (CONT'D.)

1.2.8. Demarcation Point (Network Interface)

The point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a customer's premises. Company-installed facilities at or constituting the demarcation point will consist of wire or a jack conforming to Subpart F of Part 68 of the FCC's rules. "Premises" as used in this section generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and nondiscriminatory standard operating practices. The "minimum point of entry" as used in this section will be either (1) the closest practicable point to where the wiring crosses a property line or (2) the closest practicable point to where the wiring enters a multiunit building or buildings.

The Company's reasonable and nondiscriminatory standard operating practices will determine which of (1) or (2) will apply. The Company is not precluded from establishing reasonable classifications of multiunit premises for purposes of determining which of (1) or (2) above will apply. Multiunit premises include, but are not limited to, commercial, shopping center and campus situations.

A. Single Unit Installations

For single unit installations existing as of December 27, 1991, and installations installed after that date, the demarcation point will be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)**1.2 DEFINITIONS, (CONT'D.)****1.2.8. Demarcation Point (Network Interface) (Cont'd.)****B. Multiunit Installations**

1. In multiunit premises existing as of December 27, 1991, the demarcation point will be determined in accordance with the Company's reasonable and nondiscriminatory standard operating practices; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.
2. In multiunit premises in which wiring is installed after December 27, 1991, including additions, modifications and rearrangements of wiring existing prior to that date, the multiunit premises owner will determine the location of the demarcation point or points. The multiunit premises owner will determine whether there will be a single demarcation point location for all customers or separate locations for each customer; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)**1.2 DEFINITIONS, (CONT'D.)****1.2.9 Direct Inward Dialing (DID)**

A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

1.2.10 Directory Listing

The publication in the alphabetical directory of information pertaining to a customer's telephone number.

1.2.11 Exchange

A unit established for the administration of telecommunications service in a specified area, which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing telecommunications service within that area.

1.2.12 Individual Case Basis (ICB)

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer's situation

1.2.13 Initial Service Period

The minimum length of time a customer is obligated to pay for service whether or not the customer retains the service for the minimum length of time. Unless stated otherwise in this tariff, the minimum period is 30 days.

1.2.14 Local Calling

A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

1.2.15 Local Exchange Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as any local exchange carriers with whom the Company has either a resale agreement or an interconnection agreement in effect.

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)**1.2 DEFINITIONS, (CONT'D.)****1.2.16 Network Interface Device (NID)**

A jack conforming to Sub-part F of Part 68 of the FCC's rules provided by the Company as part of the LEC network. It will be located on the customer's premises and is considered to be the termination of the LEC network if installed by the Company. (See Demarcation Point)

1.2.17 Non-Recurring Charges

The one-time initial charges for service or facilities, including but not limited to charges for construction, installation, or special fees.

1.2.18 Private Branch Exchange (PBX)

An arrangement of equipment consisting of switchboards, dial switching equipment, wiring, telephone station apparatus, or a combination thereof. It provides for the interconnection of service lines associated with switching equipment located on a premises or extended to another premises relating to the same customer.

1.2.19 Recurring Charges

The monthly charges to the customer for services, facilities and equipment, which continue on the agreed upon duration of the service.

1.2.20 Resale of Services

Resale of services is available only to carriers which are certified by the TRA to provide intrastate local exchange services.

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)**1.2 DEFINITIONS, (CONT'D.)****1.2.22 Service Commencement Date**

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use. This will be no later than five days following the request, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the service order or this tariff, in which case the Service Commencement Date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

1.2.23 Termination Charge

A charge applied to a customer when service is terminated before the expiration of the initial service period.

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)**1.3 AVAILABILITY**

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities to furnish service from time to time as required at the sole discretion of the Company.

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

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SECTION 2 - REGULATIONS**2.1 GENERAL**

2.1.1 The regulations in Section 2 apply to all services contained within this tariff unless otherwise noted.

2.1.2 Revisions to this tariff which affect neither the service to subscribers (customers) nor the rate, classification, or charge to subscribers (customers) are authorized when in compliance with Commission rules. These revisions will be made in accordance with the Order granting such authority.

Such revisions include:

- A. Additions, deletions, corrections or rearrangements of items listed under Table of Contents, Index, Explanation of Symbols, and Explanation of Abbreviations;
- B. Rearrangements or corrections in paragraph references, headings, or numerical designations; and
- C. Changes to reflect revisions in names of other companies and in the names of exchanges of other companies approved by this Commission in connection with applications filed by other telephone companies.

Each revision will be effective on the date to be shown on the revised tariff sheets covering the changes, the effective date to be one day after the date of filing the revised sheets, which comply with the Commission rules, with the Commission.

2.13 A move to a different continuous property is charged for as new installation of service. A new initial period applies at the new location and a termination charge applies at the old location, except as provided for elsewhere in this tariff, if the move occurs prior to the expiration of the initial service period.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.2 OBLIGATION AND LIABILITY OF COMPANY****2.2.1 Liability Limitations**

Approval of language contained in this tariff by the NBSC does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of any exculpatory clauses.

2.2.2 Availability of Facilities

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

2.2.3 Service Irregularities and Interruptions

In the event of an interruption to service which is not due to the negligence or willful act of the customer, there will be allowed a prorata adjustment of the monthly charges involved, for the service and facilities rendered useless and inoperative by reason of the interruption, during the time said interruption continues in excess of twenty-four hours from the time it is reported to the Telephone Company or detected by the Company. For the purpose of administering this regulation, every month is considered to have thirty days.

For the purpose of applying this provisions, the word "interruption" shall mean the inability to complete calls; incoming, outgoing, or both. "Interruption" does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits, or other network and/or switching capacity shortages. Nor shall the credit allowance apply where service is interrupted by the negligence or willful act of the customer or the failure of facilities provided by the customer, or unlawful or improper use of the facilities or service.

No credit allowance will be made for interruptions due to electric power failure, where by the provisions of this tariff, the customer is responsible for providing electric power.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, will in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, omission, interruption, delay or error, or defect in transmission occurs.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.2 OBLIGATION AND LIABILITY OF COMPANY, (CONT'D.)****2.2.3 Service Irregularities and Interruptions, (Cont'd.)**

The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company; and against any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.

2.2.4 Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between its customers.

2.2.5 Use of Connecting Company Lines

When the lines of other companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

2.2.6 Defacement of Premises

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence.

When the customer is a tenant and requests an installation that could, in the opinion of the Company, result in damage to the property of the owner, the customer must obtain, prior to installation, a written release from the owner or his authorized agent absolving the Company of liability.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.3 USE OF SERVICE AND FACILITIES, (CONT'D.)****2.3.1 Ownership and Use of Service and Equipment**

Equipment and lines furnished by the Company on the premises of a customer are the property of the Company, whose agents and employees have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines, or upon termination of the service, for the purpose of removing the equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to it in good condition, except for reasonable wear and tear.

Customer-provided equipment or protective circuitry may be connected to the telecommunications network in accordance with provisions of the Federal Communications Commission's registration program, as are now in effect or may become effective.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.3 USE OF SERVICE AND FACILITIES, (CONT'D.)****2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems****A. General Provisions****1. General**

Customer-provided terminal equipment and communications systems may be connected at the customer's premises to telecommunications services furnished by the Company, where the connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC's) Rules and Regulations, and any Company tariffs.

2. Responsibility of the Customer

The customer is responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No customer-provided terminal equipment or communications systems or combinations thereof may require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that customer-provided terminal equipment or communications system is causing such a hazard, damage, malfunction or degradation of service, the customer must make whatever changes are necessary to remove or prevent the hazard, damage, malfunction or degradation of service.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.3 USE OF SERVICE AND FACILITIES, (CONT'D.)****2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems, (Cont'd.)****A. General Provisions, (Cont'd.)****3. Responsibility of The Company**

Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company is limited to furnishing service components suitable for telecommunications services and to the maintenance and operation of service components in a proper manner for those services. Subject to this responsibility, the Company is not responsible for (1) the through-transmission of signals generated by the customer-provided terminal equipment or communications systems, or for the quality of, or defects in this transmission; or (2) the reception of signals by customer-provided terminal equipment or communications systems; or (3) address signaling, where this signaling is performed by customer-provided signaling equipment.

At the customer's request, the Company will provide the interface parameters needed to permit customer-provided terminal equipment to operate properly with the Company's telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where these changes are consistent with Part 68 of the FCC's Rules and Regulations. If changes made by the Company can be reasonably expected to render any customer's communications system or terminal equipment incompatible with telecommunications services, or require modification or alteration of the customer-provided communications systems or terminal equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice of the changes in writing, to allow the customer an opportunity to maintain uninterrupted service.

4. Recording of Two-Way Telephone Conversations

The recording of two-way telephone conversations is governed by state and federal laws and regulations.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.3 USE OF SERVICE AND FACILITIES, (CONT'D.)****2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems,
(Cont'd.)****A. General Provisions, (Cont'd.)****5. Violation of Regulations**

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this Section 2, part C.2, the Company will take whatever immediate action is necessary for the protection of the telecommunications network and Company employees, and will promptly notify the customer of the violation.

The customer must discontinue use of the terminal equipment or communications system or correct the violation and must confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above will result in suspension of the customer's service until the customer complies with the provisions of this tariff.

B. Connections of Registered Equipment

The term "Registered Equipment" denotes equipment which complies with and has been approved within the registration provisions of FCC Part 68.

Customer-provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected to the telecommunications network at the customer premises, subject to FCC Part 68.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.3 USE OF SERVICE AND FACILITIES, (CONT'D.)****2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems,
(Cont'd.)****C. Premises Wiring Associated With Registered Communications Systems**

Premises wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface or demarcation point not within an equipment housing. All premises wiring, whether fully protected or unprotected, must be installed in compliance with FCC Part 68.

Customers who intend to connect premises wiring other than fully protected to the telephone network must give advance notice to the Company in accordance with the procedures specified in FCC Part 68 or as otherwise authorized by the FCC.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE****2.4.1 Application for Service**

The Company may refuse an application for service if objection is made by or on behalf of any governmental authority to furnishing the service.

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired under it may be assigned or transferred in any manner except as specifically provided for in this tariff. Requests for additional service, when established, become a part of the original contract, except that each item of additional service is furnished subject to payment of applicable charges.

If an applicant has an outstanding account with the Company, the Company reserves the right to reject application for service until the amount due for local services included in this tariff has been paid in full.

A contract for service may be transferred to another individual, partnership, association, or corporation. No billing adjustment for local exchange service previously furnished will be made and the new customer must assume all outstanding indebtedness of the original customer. No charge applies to service transferred in accordance with these provisions.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)

2.4.2 Deposits

The Company does not require a deposit from the Customer.

2.4.3 Telephone Numbers

The customer has no property right in the telephone number which is assigned by the Company, or any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a customer whenever it deems it necessary to do so in the conduct of its business.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****2.4.4 Payment for Service**

- A. The customer is responsible for payment; monthly, or on demand, of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities. Charges are payable at the Telephone Company's Business offices or at any agency authorized to receive such payments.
- B. Bills are rendered monthly and include charges for local service for the current service month.
- C. Prior written notice will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with Paragraph 2.4.5 following. Service will not be denied prior to five days from the date contained on said notice.
- D. All service, provided to the same customer as one business service, regardless of the tariff under which the service is provided, is considered one service for payment purposes. All service may be disconnected for non-payment even though payment is current for service provided under one or more tariffs.
- E. Where the Company provides billing inquiry service, customer inquiries relative to toll charges will be responded to promptly by the Company.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****2.4.4 Payment for Service (Cont'd.)**

H. A subscriber who orders service or equipment installations, moves, or changes prior to the date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time the subscriber's order was received by the Company, provided the work is completed within the Company's normal installation interval in effect at the time the order was placed. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, the subscriber will then be subject to the one-time charge in effect at the time the work is completed by the Company. Customers will be advised of any increase to the one time charge prior to the work being started.

I. Insufficient Fund Checks

Customers will be charged \$30.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

J. Late Payment Charge

Customers will be charged a late payment penalty in the amount of 1.5% per month on all delinquent amounts owed to the Company.

2.4.5 Denials or Disconnection and Restoral of Service

A. Upon five (5) days written notice, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

1. Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;
2. Violation of any regulation governing the service under this tariff;
3. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
4. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
5. Customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)

2.4.5 Denial or Disconnection and Restoral of Service (Cont'd.)

- B. The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of appropriate charges, or violation of any law or regulation pertaining to telecommunications service.
- C. Service may not be refused, denied or disconnected for any of the following reasons:
 - 1. Delinquency in payment for service by a previous occupant at the premises to be served;
 - 2. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;
 - 3. Failure to pay directory advertising charges or any other non-regulated service charges including 900/700 or any "dial-it"-like service charges.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****2.4.6 Special Equipment and Arrangements**

Special equipment and arrangements requested by customers and not otherwise provided for in this tariff may be furnished where possible, if not detrimental to any of the services furnished by the Company, at charges that are in addition to other applicable charges.

2.4.7 Overtime

For work performed outside the normal working hours of the Company at the request of the customer, the additional expense incurred by the Company is charged to the customer in addition to other charges which are applicable. In such cases, charges based on the cost of labor, materials, and other costs incurred by or charged to the Company will apply. The customer will be notified in advance if such charges may apply.

2.4.8 Individual Case Basis (CB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which varies from tariffed arrangements. Rates quoted in response to such requests may be different from the tariffed rates specified for such services. ICB rates will be made available to similarly situated customers.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****2.4.9 Identity of Customer-Announcement Facilities**

Use of Company facilities for public announcement service or non-public announcement service is subject to the following conditions:

- A. For purposes of identification, exchange service customers who transmit recorded announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
- B. Customers transmitting factual announcements such as time, weather, stock market quotations, airline schedules, and similar information are excluded from the preceding conditions.
- C. Failure to comply with the provisions of this tariff will be cause for termination of the service.
- D. The Company will reveal on request, to the extent the information is available from its records, the identity of the individual responsible for service with which announcement facilities have been associated.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.4 ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****2.4.10 Telecommunications Relay Surcharge**

Nebraska law requires that a surcharge be collected on each telephone access line in Nebraska. The surcharge will be remitted to the Nebraska Public Service Commission to establish and administer a fund for a statewide system to be used for eligible communication impaired persons.

This surcharge will be collected on the first one-hundred (100) telephone access lines per customer, and will appear on a customer's local telephone bill. The surcharge rate is determined by the decision of the Nebraska Public Service Commission.

2.4.11 Provisions for Certain State and Local Taxes and Fees

There shall be added to the customer's bill, as a separate item, an amount equal to the customer's proportionate part of any license, occupation, franchise, or other similar tax or fee, now or hereafter agreed to or imposed upon the Company by state or local taxing authorities, whether imposed by ordinance, franchise agreement or otherwise, and whether imposed upon or measured by the gross receipts, net receipts or revenues of the Company. Such amount will be added to the bill of each customer who receives service within the territorial limits of the taxing authority. Where more than one such tax or fee is imposed, each of the amounts applicable to the customer shall be added to the customer's bill as a separately identified item.

2.4.12 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall notify the Commission prior to the effective date of promotions.

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 DIRECTORIES****2.5.1 Ownership and Use**

The Company reserves the right to charge for directories issued in replacement of directories defaced or mutilated while in possession of customers.

2.5.2 Distribution

The Telephone Company will furnish to its customers without charge, only such directories as it deems necessary for the efficient use of service.

2.6 EMERGENCY NUMBER 911 SERVICE

This service is offered solely as an aid in handling assistance calls in connection with fire, police or other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasions 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, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of them.

LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS**3.1 TERMS AND CONDITIONS**

Listings are regularly provided in connection with local exchange service. At the request of the customer, the listing may be omitted from the directory and directory assistance records (Non-Published Service).

The rates and regulations specified in this section apply only to the alphabetical directory. The alphabetical directory is a list of telephone numbers of customers and others arranged alphabetically by surname, business, association, institution, or other nonresidence name.

The alphabetical directory is designed for the purpose of informing calling parties of the telephone number of customers and others listed in it. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Subscriber's main billing number to be placed in the directory of the dominant local exchange carrier.

All Directory Listings, regardless of type, must conform to the specifications for the directories. The Company reserves the right to modify the listings to accommodate the space limitations in the directory. Not all listing types are available in all directories.

The Company may refuse a listing which does not constitute a legally authorized or adopted name, or any listing which in its opinion is likely to mislead or to deceive calling parties as to the identity of the listed party, or is intended for advertising purposes or is more elaborate than is reasonably necessary to identify the listed party. The listing of a service, commodity or trade name is not permitted except when such service, commodity or trade name is a part of the name under which the listed party conducts his or her business. The Company may, upon notifying the Customer, discontinue any listing found to be in violation of the foregoing regulations.

A descriptive term characterizing the listed party's business or purpose in a general way may be furnished (in abbreviated form) as a part of the listing, when desired and available. When the character of the listed party's business or purpose is apparent from the name under which it is conducted, a further designation is unnecessary and is not furnished.

LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS, (CONT'D.)**3.1 TERMS AND CONDITIONS, (CONT'D.)**

Abbreviations may be used to limit the length of any listing when in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired by use of abbreviations.

Special arrangement of names is not permitted.

Non-Published Service customers forfeit non-address, non-list, or non-published service privacy when calling the Universal Emergency Number Service (911). The telephone number and address of the station from which the emergency call originates are passed to the Public Safety Answering Point along with the call in order for emergency units to respond to the call.

Incoming calls to Non-Published Service customers will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice regardless of any claim of emergency the calling party may present.

The acceptance by the Company of the customer's request for Non-Published Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

The Company makes every effort to safeguard the address and numbers of Non-Published Service customers. However, in the absence of gross negligence or willful misconduct, no liability will attach to the Company for damages arising from inadvertently publishing the address or telephone number of a Non-Published Service customer in the directory; or disclosing the number or address to any person. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the number of a Non-Published Service customer in the directory or otherwise disclosed, the Company's liability is limited to and satisfied by a refund of any monthly charges made by the Company.

Providing the name, address and/or telephone number of a Non-Published Service customer to the customer's primary interexchange carrier for billing purposes only, does not constitute publication or disclosure of the customer's name, number and/or address under this tariff.

LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS, (CONT'D.)

3.1 TERMS AND CONDITIONS, (CONT'D.)

Interexchange carriers may not release the name, address, and/or telephone number of any Non-Published Service customer, except as follows:

- a. Use of name and address for the rendering the interexchange carrier's bill to the customer.
- b. Release of the telephone number only for purposes of detail billing.

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LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS, (CONT'D.)

3.1 TERMS AND CONDITIONS, (CONT'D.)

3.1.1 Definitions

A. Primary Listing

A primary listing is the listing furnished as a part of the local exchange service. It includes the name of the customer; a business, purpose, or other nonresidence designation when required; the address; and the telephone number.

B. Additional Listings

To be eligible for any type of additional listing, a customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent. Additional listings are listings which are similar to primary listings and furnished in addition to primary listings at the request of the customer.

C. Alternate Listings

Alternate listings are supplementary listings which usually follow a primary or regular additional listing and refer a calling party to other telephone numbers under certain conditions. The alternate telephone numbers may be those of other customers, subject to their consent.

D. Non-Published Service

Non-published listings are neither printed in directories nor available from directory assistance. A nonpublished telephone service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records. Per Line Blocking Number Privacy will be provided when requested by the customer, to all non-published service customers at no extra monthly charge.

E. Foreign Listings

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

 LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS, (CONT'D.)

3.2 RATES AND CHARGES

Non-Recurring Charges:

	<u>Per Listing or Per number charges</u>
Additional Listing	\$20.00
Alternate Listings	\$20.00
Non-Published Number	\$20.00
Foreign Listings	\$20.00

Non-Recurring charges will be applied when service is established and when there are subsequent changes to the listing.

Recurring Charges:

Additional Listing	\$4.50
Alternate Listings	\$4.50
Non-Published Number	\$2.00
Foreign Listings	\$4.50

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LOCAL SERVICES TARIFF

SECTION 4 - DIRECTORY ASSISTANCE SERVICE**4.1 TERMS AND CONDITIONS**

A Customer may obtain directory assistance in determining telephone numbers within its local calling area by calling the directory assistance operator. The directory assistance charges applies to each call regardless of whether or not the directory assistance operator is able to furnish the requested information.

4.2 RATES AND CHARGES

Each call to directory assistance will be charged as follows:

\$1.99

The Customer may make one request on each directory assistance call.

A credit will be given for calls to directory assistance as follows:

- The customer experiences poor transmission or is cut-off during the call; or
- The customer is given an incorrect telephone number.

To obtain such a credit, the customer must notify the Company.

LOCAL SERVICES TARIFF

SECTION 5 - OPERATOR ASSISTANCE**5.1 SERVICE DESCRIPTIONS**

- 5.1.1 General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.
- 5.1.2 Busy Line Verification and Interrupt Service, provides the Customer with the following options:
- A. Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
 - B. Busy Line Verification with interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

LOCAL SERVICES TARIFF

SECTION 5 - OPERATOR ASSISTANCE, (CONT'D.)

5.2 RATES AND CHARGES

5.2.1 The following charges will be applied on a per call basis:

General Assistance	\$1.00
--------------------	--------

5.2.2 Rates for busy line verification and interrupt services, as specified below, will apply under the following circumstances, per request:

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

Busy Line Verification	\$3.00
Busy Line Interrupt	\$5.00

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LOCAL SERVICES TARIFF

SECTION 6 – BUSINESS ACCESS LINES**6.1 BUSINESS ACCESS LINES****6.1.1 General**

Business Access Lines may be purchased individually.

6.1.2 Terms and Conditions

Business Access Lines include the serving central office line equipment and all outside plant facilities including the network interface necessary to connect the serving central office to the customer's premises.

Touch Tone capability is provided at no extra charge on all Business Access Lines.

Business Access Lines provide access to and usage of 911 services where available, access to operator services and directory assistance, and access to telecommunications relays service.

Business Access Lines allow for presubscription to toll services and access to interexchange toll providers.

The local calling area for each exchange is shown in the Exchange Area section of this tariff.

Local exchange services are only available where facilities permit and may be subject to special construction charges.

LOCAL SERVICES TARIFF

SECTION 6 – BUSINESS ACCESS LINES, (CONT'D.)

6.1 BUSINESS ACCESS LINES, (CONT'D.)

6.1.3 Rates and Charges

Monthly Rate

First Lines \$ 49.75

Additional Lines, All Accounts \$ 49.75

Nonrecurring Rate

- | | | |
|----|--|---------|
| a. | To establish or move an Business Access Line, per line | \$50.00 |
| b. | To change telephone number associated with an Business Access Line, per telephone number | \$12.25 |
| c. | To change billing arrangements associated with Business Access Lines, per line | \$12.25 |

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LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE**7.1 TERMS AND CONDITIONS****7.1.1 Service Description**

Primary Rate Interface (PRI) Service is an ISDN local exchange service that provides a Customer with the ability to transmit and receive multiple voice and data circuit switched calls simultaneously over a single Primary Rate Facility. PRI Service is available from suitably equipped central offices and where suitable loop facilities exist.

PRI Service consists of a Primary Rate Facility and B-Channel Bearer Trunks and D-Channel Bearer Services. The Primary Rate Facility and the ISDN Bearer Trunks are not offered separately. Up to twenty-three B-Channels Bearer Trunks and one D-Channel Bearer Service may be provisioned on each access line. In addition, optional features may be purchased as specified in B.5 of this section.

PRI Service will provide transport of customer information over the 23 available B channels in the form of circuit-switched voice or data at speeds up to 64 Kbps. The basic service will include the 1.544 Mbps switched facility and the D-Channel Bearer Service. B-Channels will be ordered in addition to the Primary Rate Facility.

Dedicated B-Channel configuration: Dedicated trunk groups are the standard feature for PRI Service. Dedicated trunk groups must be assigned to handle one specific call type (examples: DID, DOD).

Three types of B-Channel Bearer Trunk Channels are available as follows.

- A. Standard channels provide the same features as analog trunk lines found in the Local Exchange Services section of this Nonresidence Service Agreement.
- B. DID channels provide direct inward dialing service.
- C. Two Way DID channels provide capability for two way standard service and direct inward dialing service.

D-Channel configuration: Each Basic PRI service will include a dedicated D-Channel for signaling.

All Bearer Trunk Channels use Medium Frequency (MF) or Dual Tone Multi Frequency (DTMF) signaling.

Only flat rate trunk channels are available.

LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE, (CONT'D.)

7.1 TERMS AND CONDITIONS, (CONT'D.)

7.1.2 Definitions

A. Primary Rate Facility

A Primary Rate Facility is a digital pipe from the Customer's location to the Company central office which transports one or more ISDN Bearer Trunks (b. and c. following). A Primary Rate Facility can carry up to twenty-three 64 Kbps B-Channel Bearer Trunks and one 64 Kbps D-Channel Bearer Service. All selected Bearer Trunks and Services can operate on the Primary Rate Facility simultaneously.

B. B-Channel Bearer Trunks

B-Channel Bearer Trunks define the types of traffic that the Primary Rate Facility will carry. A B-Channel Bearer Trunk is a 64 Kbps information channel used in conjunction with circuit-switched service. These trunks can be configured as 1-Way In, 1-Way Out, or 2-Way.

C. D-Channel Bearer Services

The D-Channel Bearer Service is a 64 Kbps signaling channel used to control associated B Channels. One D-Channel is required for each Primary Rate Facility, and is included in the Primary Rate Facility's monthly rate.

LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE, (CONT'D.)**7.1 TERMS AND CONDITIONS, (CONT'D.)****7.1.3 Regulations**

PRI Service is furnished subject to the availability of suitable facilities and is only served from specially-equipped digital central offices.

Service from some central offices may not provide all of the features and functionality described in this section.

The minimum service period for PRI Service is twelve months.

The Customer must provide customer premises equipment that meets the technical requirements of the serving central office.

The Customer is responsible for providing power to all customer premises equipment (CPE) attached to the Primary Rate Facility.

The Customer must notify the Company when call type maximums and minimums are to be changed for the call-by-call feature. This is in order to maintain the proper provision of directory numbers and call control on the line.

Customers wishing to upgrade existing analog trunk service to PRI Service will be charged the listed initial charges for the appropriate number of Primary Rate Facilities and will have to convert to the PRI Service DID rate structure. Initial charges on B-Channel Bearer Trunk Channels are waived for the existing analog trunks that are moved to PRI Service. Any new channels added at the time of conversion to PRI Service will incur initial charges.

When a customer transfers a call, the customer is responsible for any toll charges associated with the customer originated leg(s) of the call.

One 911 charge, as set by the Public Safety Answering Point, is applied to each outgoing and 2-way B-Channel Bearer Trunk (per channel).

LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE, (CONT'D.)**7.1 TERMS AND CONDITIONS, (CONT'D.)****7.1.4 PRI Service Optional Features**

The following features are available to PRI Service customers at additional cost.

A. Call-By-Call Service Selection

This feature provides the option for B-Channels to be assigned into a flexible trunk group which can support different call types based on real-time traffic needs. Call-By-Call service selection also allows primary as well as secondary long-distance carriers to be established for the entire trunk group (e.g., Alternate Routing Arrangement).

B. Individual Calling Line Identification (ICLID)

This feature provides customer access to the calling party's number. Feature operation is dependent on customer premise equipment and technology in use at the calling party's serving office. (Similar to the Caller ID feature available on access lines.)

C. Direct Inward Dialing (DID)

This feature provides Direct Inward Dialing to a station. DID Termination rates will apply per B-Channel configured with this option. ISDN Primary Rate Interface Service DID Number Blocks are ordered with DID Terminations on the B-Channels

D. Back-up D-Channel

This feature provides a minimum of three or more Primary Rate Interface Service facilities terminating at the same customer premises to share one primary and one secondary (or Back-up) D-Channel. The number of Primary Rate Interface Service facilities that can be shared by this feature will be based upon the availability of central office and other network facilities, and will be subject to change on a central office by central office basis.

E. Channel Transfer Service

This feature allows the customer to transfer an incoming call to another line and then hang up leaving the other two parties on a two-way call and freeing up the customer's line for another call. The customer will be responsible for toll charges associated with the transferred call. This feature is for digital channels only and is not intended for Integrated Prime Advantage channels used to transport analog, local exchange service.

 LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE, (CONT'D.)

7.2 RATES AND CHARGES

7.2.1 Base Service

	<u>Initial Charge</u>	<u>MTM</u>
Primary Rate Facility	\$640.00	\$561.21
B-Channel Bearer Trunks with Flat Rate Service:		
Each Two-Way/ DID Channel	\$21.00	\$57.25
DID Number Blocks:		
Each group of 20 DID Numbers (Note 2)	\$4207.40	\$4.15

7.2.2 Optional Features

Call-By-Call	\$150.00	\$115.00
ICLID	\$100.00	\$115.00
Call-By-Call and ICLID Combination	\$200.00	\$200.00
Back-Up D-Channel	\$100.00	\$50.00
Channel Transfer Service	\$100.00	\$115.00

Note 2: If multiple DID number blocks are purchased at the same time, Initial Charge applies to the first group of DID numbers only.

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LOCAL SERVICES TARIFF

SECTION 8 – EXCHANGE AREAS**8.1 SERVICE AREA**

Service will be provided in the State of Nebraska in the service areas of any local exchange carriers with whom the Company has a resale agreement or interconnection agreement in effect. Services are provided subject to technical availability and compatibility with Customer facilities.

The Company hereby mirrors the Map and Legal Description tariffs of the exchanges, where they have a resale agreement or interconnection agreement, of the Incumbent Local Exchange Carrier to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the Commission for approval.

8.2 CALLING AREAS

Local Calling areas of the Company are the same as the Local Calling Areas specified by the local exchange carrier with whom the Company has a resale agreement or interconnection agreement in effect.