This filing is our Terms of Service consistent with Rule 2-2122.
Regulations, Rates and Charges applying to the provision of Local Exchange Access Service within the Local Exchange operating territory of the

Nunn Telephone Company
P.O. Box 249
Nunn, CO 80648
www.nunntel.com
(970) 897-2200

in the State of Colorado

as provided herein.

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TERMS OF SERVICE

CONCURRING CARRIERS
NO CONCURRING CARRIERS

CONNECTING CARRIERS
NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS
NO OTHER PARTICIPATING CARRIERS

REGISTERED SERVICE MARKS
None

REGISTERED TRADEMARKS
EZLink

Effective Date: May 1, 2018
Explanation of Symbols

(C) To signify changed text due to a changed regulation, term, or condition, this does not affect rates

(D) To signify discontinued service or deleted material

(I) To signify rate increase

(M) To signify material moved from or to another part of the provider’s terms of service; a footnote indicating where the material was moved from and where the material was moved to shall accompany all “M” classified changes

(N) To signify new product, rate, or material, terms or conditions

(R) To signify rate reduction

(T) To signify a change in text but no change in rate, charge, term, or condition of the Terms of Service

Effective Date: May 1, 2018
Reference to other Terms of Service

Whenever reference is made in these terms of service to other terms of services of the Telephone Company, the reference is made to the terms of services in force as of the effective date of these terms of service and to amendments thereto and successive issues thereof.
LOCAL EXCHANGE SERVICE TERMS OF SERVICE

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Colorado Legislature authorized the Public Utilities Commission to create a system of support mechanisms to assist in the provision of such service in high-cost areas. The Commission has adopted Rules Prescribing the High Cost Support Mechanism, 4 Code of Colorado Regulations 723-41. To insure that the mechanism is funded on a non-discriminatory, competitively neutral basis, the Rule directs that a surcharge, called the “Colorado Universal Service Charge” will be levied on all telecommunications services purchased by end-users.

Nunn Telephone Company concurs in the surcharge rate as specified in Preface Sheet, Sheet 1, of the US WEST Communications, Inc.’s Exchange and Network Services Terms of Service, COLO. P.U.C. No. 15, together with amendments and successive issues thereof.

Paragraph Numbering Sequence

There are five levels of paragraph coding. Each level of coding is subservient to its next higher level.

1.
  1.1
   1.1.1
    1.1.1(A)
     1.1.1(A)(1)
      1.1.1(A)(1)(a)
       1.1.1(A)(1)(a)(i)
1. **Application of Terms of Service**

1.1 These terms of service contains regulations, rates and charges applicable to the provision of Local Exchange Service as indicated on a Section by Section basis provided by Nunn Telephone Company to end users residing within the exchange boundaries of Nunn Telephone Company as indicated on the Exchange Area Maps in the exhibit at 21.1 following.

1.2 The provision of Local Exchange Access Service by the Telephone Company as set forth in these terms of service does not constitute a joint undertaking with the end user or customer for the furnishing of any service.
2. General Regulations

2.1 Undertaking of the Telephone Company

2.1.1 Scope

(A) The Telephone Company does not undertake to transmit messages under these terms of service.

(B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.

(C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.

(D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of these terms of service.

(E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in these terms of service.

2.1.2 Limitations

(A) The end user may not assign or transfer the use of services provided under these terms of service; however, where there is not interruption of use or relocation of the services, such assignment or transfer may be made to:

(1) another end user, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

(2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in these terms of service shall apply to such assignee or transferee.
2.  General Regulations (Continued)

2.1  Undertaking of the Telephone Company (Continued)

2.1.2  Limitations (Continued)

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) The use and restoration of services shall be provided on first-come first-served basis. The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

(C) Resale Services will be offered according to Commission rules only after a competitive local exchange carrier is granted operating authority in the Company’s service area.

2.1.3  Liability

(A) The Telephone Company's liability, if any, for its willful conduct is not limited by these terms of service. With respect to any other claim or suit, by an end user or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Telephone Company's liability if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the end user under these terms of service as a Credit Allowance for a Service Interruption.

(B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C) The Telephone Company is not liable for damages to the end user's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
2. General Regulations (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.3 Liability (Continued)

(D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under these terms of service, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copy right arising from the end user's own communications;

(2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or customer or;

(3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to these terms of service.

(E) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the end user or customer from any and all claims by any person relating to such end user's use of services so provided.

(F) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under these terms of service.

(G) The Telephone Company's failure to provide or maintain services under these terms of service shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

2.1.4 Provision of Services

(A) The Telephone Company will provide to the end user upon reasonable notice services offered in other applicable sections of these terms of service at rates and charges specified therein. The services will be offered where services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone basic local exchange services.
2. General Regulations (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.4 Provision of Services (Continued)

(B) If primary basic local service (the first residential line and the first business line at a residential premise and the first two lines at business premise) is not established within 5 days from the date of the customer’s application for service or by the customer’s requested date (if that date is more than 5 days beyond the application date), the Telephone Company will follow the customer notification requirements as specified in 4 CCR 723-2, Rule 24.

(C) If primary basic local service (the first residential line and the first business line at a residential premise and the first two lines at business premise) is not established within 30 days from the date of the customer’s application for service or by the customer’s requested date (if that date is more than 30 days beyond the application date), the following provisions apply:

(1) The customer will receive a waiver of any and all installation charges for each eligible basic local exchange service line; the customer’s account will also be credited in an amount at least equal to the pro rata monthly local exchange charge for each day thereafter that service is not provided.

(2) Additionally, the customer shall be entitled to choose either Option 1 or Option 2, following per Rule 4 CCR 723-2-2310(f)(III)(A):

Option 1

The customer may obtain an alternative service, chosen by the customer, that is not regulated by the Commission. Upon customer-provided verification of the customer’s subscription to a qualifying alternative, the Company will provide reimbursement of the customer’s payment of charges for the actual amount of the alternative used, up to $150 per month.

Option 2

The customer may obtain an alternative service offered by the Company and regulated by the Commission, such as remote call forwarding. The Company will charge the customer the terms of service rates (if applicable) for the alternative service. Otherwise, the customer will be charged the terms of service rate for basic local exchange service.
2. General Regulations (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.5 Installation and Termination of Services

(A) The services provided under these terms of service (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location at the end user-designated premises and (B) will be installed by the Telephone Company to such point of termination.

(B) The Company shall use as a minimum standard of accepted good engineering practice the 1993 National Electric Safety Code, dated August 3, 1992, published by the Institute of Electrical and Electronics Engineers, Inc. (IEEE), and endorsed by the American National Standards Institute (ANSI).

(C) Buried cables connecting the network interface at the customer’s premises to the network facilities of the Company shall be permanently buried, as practical, at least 12 inches below the final surface grade as known at time of installation. All other direct buried communication cable shall at least be buried at depths required for supply cable of similar voltage as specified in the National Electric Safety Code.

(D) The Company shall use as a minimum standard of safe practice Part 68 of Title 47 of the Federal Code of Regulations dated October 1, 1995, for the interconnection of new or existing telecommunications plant of the Company with terminal equipment of a customer.

2.1.6 Maintenance of Services

(A) The services provided under these terms of service shall be maintained by the Telephone Company. The end user or others may not rearrange, move disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

(B) The Company shall make reasonable provisions to meet emergencies resulting from failures of lighting or power service, sudden and prolonged increases in traffic, illness of operators, or from fire, storm, or acts of God.

Effective Date: May 1, 2018
2. General Regulations (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.6 Maintenance of Services (Continued)

(C) Service interruptions for an extended time due to maintenance requirements shall be done at a time which causes minimal inconvenience to customers. To the extent possible, customers shall be notified in advance by the Company of extended maintenance requirements. Emergency service should be made available in an area that experiences a service interruption affecting 1,000 or more access lines which may last for more than four hours during the hours of 8:00 a.m. to 10:00 p.m.

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business,

(A) Substitute, change or rearrange any facilities used in providing service under these terms of service, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities.

(B) Change minimum protection criteria, change operating or maintenance characteristics of facilities or change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Colorado Public Utility Commission specifications, or Rural Utility Service’s specifications if more stringent. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any end user furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the end user in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the end user to determine reasonable notification procedures.
2. General Regulations (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.8 Refusal and Discontinuance of Service

(A) The Telephone Company may discontinue service without prior notice:

(1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists.

(2) Upon order by any court, the Commission, or any other duly authorized public authority; or

(3) If service was obtained fraudulently or without the authorization of the Telephone Company, or is being used for, or suspected of being used for, fraudulent purposes.

(4) If it has tried diligently to meet the notice requirements, but has been unsuccessful in its attempt to contact the end user affected.

(B) The Telephone Company may suspend or discontinue, sever the connection and remove any of its equipment from the end user's premises in the exchange after prior written notice only for one of the following reasons:

(1) Failure to comply with the provisions of Sections 2.1.6 (Maintenance) preceding, 2.2.1(B) (Interference or Impairment), 2.2.2, (Unlawful Use), 2.3.1, (Damages), 2.3.4 (Availability for Testing) 2.4 (Deposits) or 2.5 (Payment Arrangements and Credit Allowances) following.

(2) Violation or non-compliance with the Commission's Rules and Regulations governing application for and supply of services by providers.

(3) Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a customer whose account is delinquent and who continues to reside at the premises.

(4) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the customer or other persons or the integrity of the provider's service.
2. General Regulations (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.8 Refusal and Discontinuance of Service (Continued)

(C) When written notice is required, the Telephone Company will, on fifteen (15) days written notice by U.S. Mail to the person designated by that end user to receive such notices of noncompliance or discontinuance of service, discontinue jurisdictional services. The written notice will provide for the following:

(1) Clearly show the amount due and the date by which it must be paid.

(2) Information on how to contact the Telephone Company to resolve any dispute.

(3) Information concerning the violation of any rule.

(4) Notice to the end user of his right to make an informal complaint to the Commission Staff by letter, telephone or in person, and

(5) The right to request in writing, a hearing before the Commission, and

(a) that the hearing will be conducted in accordance with the Rules of Practice and Procedure of the Commission.

(b) That the Telephone Company may request the Commission to order the applicant for a hearing to post an additional deposit or bond with the Telephone Company in an amount that the Commission deems reasonable under the circumstances.

(c) That the Commission may order the Telephone Company not to terminate service pending a hearing at the discretion of the Commission. Ordinarily an order not to terminate service will be issued only if:

(i) The customer has posted a deposit or bond with the Telephone Company equal to the amount in dispute or as otherwise prescribed by the Commission; or

(ii) The customer has previously made an informal complaint to the Commission Staff and Staff investigation of the complaint indicates probable success of the customer.
2. General Regulations (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.8 Refusal and Discontinuance of Service (Continued)

(D) The Telephone Company may refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying end user at any time, on ten (10) days written notice by U.S. Mail to the person designated by that end user to receive such notices of noncompliance, if the provisions of 2.2.1(B) following apply, or if an end user fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4 2.4 or 2.5 following, including any payments to be made by it on the dates and times herein specified.

If the Telephone Company does not refuse additional applications for service on the date specified in the ten (10) days notice, and the end user's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying end user without further notice.

In the case of such discontinuance, all applicable charges, including termination charges shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the fifteen (15) days notice, and the end user's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying end user without further notice.

(E) When the Telephone Company has disconnected Local Exchange Access Service to the end user for noncompliance with these terms of service, the end user will be required to pay all unpaid charges prior to the reconnection of service. In addition the end user will be required to reapply for service, being subject to the deposit requirements, Service Order, Line Connection and Premise Visit (if applicable) Charges before service will be restored.

2.1.9 Limitations on the Discontinuance of Service

(A) Jurisdictional service cannot be denied or discontinued for delinquency or nonpayment of charges for service unless the customer has been issued a bill for the charges consistent with the Commissions Rules and Regulations.

Effective Date: May 1, 2018
2. General Regulations (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.9 Limitations on the Discontinuance of Service (Continued)

(B) Delinquency in payment for service rendered to a previous occupant of the premises to be served, unpaid charges for services of facilities not ordered by the present or prospective customer, or failure to pay directory advertising charges or any other indebtedness except as incurred for jurisdictional telecommunication service rendered by the Telephone Company or the toll service provider in the State of Colorado shall not constitute a sufficient cause for refusal or termination of jurisdictional service to a present or prospective customer. However, jurisdictional services may be denied or discontinued when the provider can reasonably demonstrate it is being used to obtain unauthorized access to a toll service of the provider available to the general public under the interstate jurisdiction.

(C) The Telephone Company may disconnect toll service to a customer upon not less than seven days written notice, consistent with the Commission’s Rules and Regulations, if the Telephone Company has substantial reasonable grounds to believe and it is prepared to demonstrate that payment from the customer is in jeopardy for jurisdictional toll services.

(D) The Telephone Company will not discontinue service on any Saturday, Sunday, or legal holiday recognized by the state of Colorado, or after twelve noon on any Friday or any day before any legal holiday, or at any time when the Telephone Company's business offices are not open for business.

(E) Telephone service will only be discontinued between the hours of 8:00 A.M. and 4:00 P.M. Mountain Time.

(F) The Telephone Company will postpone discontinuance of telephone service to a residential end user for thirty (30) days from the date of a certificate by a licensed physician which states that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for an end user, a member of the end user's family, or other permanent resident on the premises where service is rendered. This postponement will be limited to 60 days within a continuous twelve month or a lesser period agreed upon by the Telephone Company and the end user.
2. General Regulations (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.9 Limitations on the Discontinuance of Service (Continued)

This notice or certificate of medical emergency must be in writing and show clearly the name of the person whose illness would be exacerbated by discontinuance of service, the nature of the medical emergency, and the name, title, and signature of the person giving notice of or certifying the medical emergency.

(G) Where service is provided to a medical care facility, including a hospital, medical clinic with resident patients, or nursing home, notice of pending discontinuance will be provided to the Commission as well as to the end user. Upon request from the Commission or its Staff, a delay in discontinuance of service of no less than five business days from the date of notice shall be allowed so that the Commission may take whatever steps are necessary to protect the interest of the resident patients.

2.1.10 Local Service Guarantee Credit

The Company will provide a one (1) month local service guarantee credit, which includes all recurring items of local service billed on the customer's current bill when the Company fails to provide specified levels of customer service. This program provides for credits to all residential and single line business customers bills when the Company does not meet the service standards outlined below:

(A) Missed Service Commitment: The customer will be given a one (1) month local service credit if the company fails to meet a commitment and has not notified the customer 24 hours prior to the agreed time and date. This would apply to such services as installations, changes to custom calling features, provision of optional calling plans and other similar request.

The credit will not apply if the customer could not be reached by telephone and a notice was left in a conspicuous place 24 hours prior to the commitment date and time, the customer did not make the meeting, or "out of service" conditions exist resulting from natural disasters, or circumstances beyond the control and knowledge of the Company.

(B) Service Outages of More Than 24 Hours: A one (1) month local service credit will be applied to the customer's telephone bill if the Company fails to restore basic exchange telephone service within 24 hours after the interruption was reported to or discovered by the Company.
2. General Regulations (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.10 Local Service Guarantee Credit (Continued)

The credit will not apply if premise access is required and neither the customer nor a representative was available at the customer premise and the Company left a notice in a conspicuous place, or the customer had been disconnected for nonpayment of a bill or request for a cash deposit, or "out of service" conditions exist resulting from natural disasters, or circumstances beyond the control and knowledge of the Company.

(C) Repeat Customer Requests: A one (1) month local service credit will be applied to the customer's telephone bill if the Company fails to accommodate the customer's request the first time and this causes the customer to make a second request within thirty (30) days. Examples of requests which may require multiple business office contacts by a customer include those for billing name and address changes, directory listing changes, requests for credit cards or directories, requests for adjustments, repeat reports of service problems, and moves of cable or drop wires.

(D) Credit is NOT applicable to:

Claims for credit by customers who have been temporarily disconnected for nonpayment or are requesting reconnection from a temporary disconnect for nonpayment.

Misuse or abuse of the Company owned facilities, or if the problem is found to be associated with the customer's inside wiring or the customer's premises equipment.

Outages of more than 24 hours that are a result of natural disasters or circumstances beyond the control and knowledge of the Company, that occur within 24 hours of the due date where the Company could not obviously notify the customer nor perform the necessary service. Such example is where there has been a storm or other catastrophe that has caused a large number of customers to lose telecommunications services and/or other similar utility type services.

(E) Local Service Guarantee Credit includes all non-recurring items of local service billed on the customer's current bill.

(F) This credit is being offered as a trial offering and will expire eighteen (18) months from the effective date of these terms of service.
2. General Regulations (Continued)

2.1 Undertaking of the Telephone Company (Continued)

2.1.11 Notification of Service-Affecting Activities

The Telephone Company will provide the end user 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, routine preventative maintenance and major switching office change-out. Generally such activities are not individual end user service specific, they affect many end users' service. No specific advance notification period is applicable to all service activities.

2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such numbers(s), the Telephone Company will furnish to the end user 30 days notice, and explanation of the reason(s) for such change(s).

2.1.13 Provision and Ownership of Telephone Directories

The Telephone Company reserves the right of ownership of the telephone directories provided to end users as an aid to the use of telephone service. The Telephone Company will furnish to its end users, without charge, one directory per access line.

2.1.14 Complaints and Appeals

The Telephone Company will fully and promptly investigate and respond to all oral and written complaints made directly to the provider by its applicants or customers. The Company will notify the customer promptly of the results of its proposed disposition of the complaint after having made a good faith attempt to resolve the complaint. If requested, this notification will be made in writing.
2. General Regulations (Continued)

2.2 Use

2.2.1 Interference or Impairment

(A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under these terms of service shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers or customers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

(B) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the end user that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporary discontinuance, the end user will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.5.4 following is not applicable.

2.2.2 Unlawful Use

The service provided under these terms of service shall not be used for an unlawful purpose.

(A) The Telephone Company may, by notice in writing, without incurring any liability, either suspend or terminate the service of an end user for any of the following reasons:

(1) Use of foul or profane language over the service;

(2) Impersonation of another person with fraudulent intent over the service;

(3) Making of nuisance calls over the service;

(4) Use of service by an end user in connection with a plan or contrivance to secure a large volume of calls to be directed to such end user at or about the same time, resulting in preventing, obstructing, or delaying the service of others;
2. General Regulations (Continued)

2.2 Use (Continued)

2.2.2 Unlawful Use (Continued)

(5) Listening in on telephone conversations;

(6) Abuse or fraudulent use of service which includes:

(a) The use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an applicable charge;

(b) The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment in whole or in part, of the established charge for such service;

(c) Resale of any service provided by the Telephone Company, except as provided by the FCC and applicable state Commission rules and regulations;

(7) Use of the service in such a manner as to interfere with the service of other users;

(8) Use of the service for any purpose other than a means of communication;

(9) Use of service for unlawful purposes; and

(10) Any other violation of regulations as set forth in the Telephone Company's filed terms of services.

(B) The Telephone Company may continue such suspension of service until all violations have ceased, or terminate the service without suspension of service or following suspension of service, and disconnect and remove any of its facilities from the end user's premises.

(C) Service is furnished by the Telephone Company subject to the condition that it will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, and secures proper legal orders to deny such service.
2. General Regulations (Continued)

2.2 Use (Continued)

2.2.2 Unlawful Use (Continued)

(D) In such instances when termination occurs, as in (A) preceding, the Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the Telephone Company's actions in terminating such service.

2.2.3 Limitations on Use

The Telephone Company reserves the right to limit the length of communication when necessary because of shortage of facilities caused by emergency conditions.

2.3 Obligations of the End User or Customer

2.3.1 Damages

The end user shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under these terms of service caused by the negligence or willful act of the end user, or resulting from the end user's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Such damages will be the actual cost of the materials and the actual hours required for repair of the damage multiplied by the appropriate labor rate.

Nothing in the foregoing provision shall be interpreted to hold one end user liable for another end user's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the end user in prosecuting a claim against the person causing such damage and the end user shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities

Facilities utilized by the Telephone Company to provide service under the provisions of these terms of service shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the end user, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.
2. General Regulations (Continued)

2.3 Obligations of the End User or Customer (Continued)

2.3.3 Equipment Space and Power

The end user shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under these terms of service at the points of termination of such services. The adequacy of the power supply must be approved by the Telephone Company. If the power supply is not approved by the Telephone Company, the Company will upgrade the power supply to required levels using contract electricians. The cost of this upgrade will be paid for by the customer. The customer will be notified of cost estimates prior to commencement of the work.

The end user shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company services.

2.3.4 Availability for Testing

The services provided under these terms of service shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Claims and Demands for Damages

(A) With respect to claims of patent infringement made by third persons, the end user shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under these terms of service, any circuit, apparatus, system or method provided by the end user.
2. General Regulations (Continued)

2.3 Obligations of the End User or Customer (Continued)

2.3.5 Claims and Demands for Damages (Continued)

(B) The end user shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the end user's circuits, facilities, or equipment connected to the Telephone Company's services provided under these terms of service, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the end user's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the end user to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under these terms of service; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the end user, its officers agents or employees.

(C) The end user shall defend its officers, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the end user or third parties arising out of any act or omission of the end user in the course of using services provided under these terms of service.

2.4 Deposits

2.4.1 Criteria for Establishment and the Amount of a Deposit

(A) The Telephone Company may, in order to safeguard its interests, require an end user to make a deposit, guarantee, or other payment to be held by the Telephone Company as a guarantee of the payment of rates and charges. This deposit may only be required of an end user which has a proven history of late payments to the Telephone Company or does not have established credit. Customers that elect to take "Low-Income Toll Blocking" will not be required to pay a service deposit. The following criteria will be used to determine whether to require a deposit, a guarantee, or other payment as a condition of new or continued service:

Effective Date: May 1, 2018
2. General Regulations (Continued)

2.4 Deposits (Continued)

2.4.1 Criteria for Establishment and the Amount of a Deposit (Continued)

(1) The Telephone Company may require existing customers to make deposits if their payment records show substantial non-payments for jurisdictional services provided by the Telephone Company in any two of the last six months, or three of the last twelve months. A deposit may be required even if such end users have paid a part of the amount owed before the date of service disconnect for nonpayment. The Telephone Company must give the end user written notice of the amount of the deposit that is required and inform the end user that the deposit payment must be received in 15 calendar days.

(2) The Telephone Company may require an existing commercial end user to make a deposit if the Telephone Company has reason to believe the end user's credit worthiness is in jeopardy. The Telephone Company will keep on file the information or reason for this credit judgment and make the information available to the end user upon request.

Unless the Telephone Company can reasonably demonstrate that the commercial enterprise is likely to cease operations, information which would lead the Telephone Company to change its judgment of the end user’s credit worthiness will be limited to bad debt records or tax liens.

(3) The Telephone Company may require existing end users to pay a deposit in full without the notice requirements of 2.4.1.(A)(1) above before service is restored whenever the denied service has been disconnected for non-payment of outstanding charges.
2. General Regulations (Continued)

2.4 Deposits (Continued)

2.4.1 Criteria for Establishment and the Amount of a Deposit (Continued)

(4) A deposit is not required if the applicant or end user furnishes to the Telephone Company's satisfaction, a third-party guarantor to secure payment of the end user's bills for jurisdictional services provided by the Telephone Company. The guarantee must be in writing. The amount of the guarantee cannot exceed the maximum amount of the deposit which would otherwise have been required. The guarantee shall remain in effect until terminated in writing by the guarantor, or until the customer has achieved a satisfactory payment record for jurisdictional services for 12 consecutive months. The Telephone Company shall terminate the guarantee five working days after receiving the written notice from the guarantor or five working days after the 12 months satisfactory payment record ends.

(5) A deposit is not required if the applicant has been a customer of the Telephone Company for a similar type of service within a preceding 12 consecutive month period, and applicant's credit was satisfactory and is not otherwise impaired.

(B) The amount of the deposit which may be required of an end user or applicant for the purpose of establishing credit shall not exceed three times the average monthly bill, or twice the average monthly bill for residential end users whose bills are payable in advance, for jurisdictional services provided by the Telephone Company for the same class of end user served by the Telephone Company.

However, an estimate of the monthly bill for toll services furnished by another provider (customer) can be included in the estimated total monthly bill for jurisdictional services furnished by the Telephone Company when there is a binding contractual relationship between the Telephone Company and the toll service provider (customer).

An estimate of the monthly billing may be used for the purpose of determining a deposit if the Telephone Company can reasonably demonstrate that the end user's usage may be substantially different than the average usage for the same class of service.
2. General Regulations (Continued)

2.4 Deposits (Continued)

2.4.1 Criteria for Establishment and the Amount of a Deposit (Continued)

(C) The amount of the deposit may be adjusted on the basis as stated in 2.4.1.(A) and (B) above at the request of the end user or by the Telephone Company at any time when the character, purpose, or degree of the end user's use of the service has materially changed, or when it is indicated that it will change.

(D) A deposit required under this portion of the terms of service is in addition to any advance, contribution or guarantee in connection with construction of lines or facilities, as provided in the Section 14 of these terms of service.

(E) If the end user receives notice for termination of service from the Company, that notice shall advise the end user of their right to a hearing before the Commission. That hearing, if so set, will be conducted in accordance with the Rules of Practices and Procedures of the Commission. The Company may request the Commission in that hearing to require the end user to post an additional deposit or bond in an amount the Commission deems reasonable under the circumstances. The Commission may order the Company not to terminate service pending a hearing, if the end user has posted a deposit or bond equal to the amount in dispute or as otherwise prescribed by the Commission.

(F) The Telephone Company may, at its option, not require a deposit from a new applicant that would otherwise be required to pay a deposit under these terms of service, so long as a deposit will not be required from any new applicant for service.

2.4.2 Limitation on the Use of Deposits

(A) The making of a deposit shall not relieve any end user of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the end user for jurisdictional telecommunications services of the Telephone Company. However, consistent with 2.4.1.(B) above, the deposit may be applied to the indebtedness of the end user to a toll service provider (customer) which has a contractual billing relationship with the Telephone Company after the bills for jurisdictional telecommunications services and other services of the Telephone Company have been satisfied.
2. General Regulations (Continued)

2.4 Deposits (Continued)

2.4.2 Limitation on the Use of Deposits (Continued)

(B) The Telephone Company will not require any security other than a cash deposit or a third-party guarantee to secure payment for jurisdictional telecommunications services. In no event shall the furnishing of jurisdictional services or extension of facilities or any connected indebtedness result in a lien, mortgage or other security interest in any real or personal property of the end user, unless the indebtedness has been reduced to a judgment in a court of law.

(C) The Telephone Company may at its discretion, allow deposits held by the Telephone Company to be transferred between applicants or end users, if requested by the end user or applicant that has made the deposit.

2.4.3 Payment Arrangements on Deposits

When the Telephone Company requires an applicant or existing end user to pay a deposit for jurisdictional services, the end user or applicant may elect to pay the deposit in full, prior to receiving service, or enter into a written installment agreement for payment of the deposit. The terms of the installment agreement shall be within the following conditions:

(A) The Telephone Company will not require an end user to pay more than one-half of the deposit prior to the provision of service, when the combined deposit for all jurisdictional services subject to these terms of service exceeds $75.00 per access line. The remainder of the deposit shall be due not less than 30 days after the date the agreement is executed or the provision of service whichever is later.

(B) The Telephone Company will provide written notice explaining its deposit requirements when an applicant or end user enters into an installment agreement to pay a deposit.

(C) Should discontinuance for non-payment of a deposit occur, the end user shall be required to pay the full amount of that deposit as well as any additional amounts owed the Telephone Company, before service is restored.

(D) The Telephone Company will not give an end user the option to enter into an installment agreement for payment of a deposit when a deposit is required because service has been denied or discontinued in accordance with the provisions of 2.1.8 and 2.1.9 above.

Effective Date: May 1, 2018
2. General Regulations (Continued)

2.4 Deposits (Continued)

2.4.4 Interest on Deposits

The Telephone Company will pay simple interest upon all deposits. The interest will be paid upon return of the deposit or on an annual basis by December 31 of each year. Interest on a deposit shall be calculated from the date the deposit is received by the Telephone Company to the date of payment to the end user or to the date the deposit is credited to the end user's account. The current interest rate is 2.33%.

2.4.5 Refund of Deposits

(A) The Telephone Company shall promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the jurisdictional services furnished by the Telephone Company upon discontinuance of service, or when an end user has established credit by other means. A transfer of service from one location to another within the area served by the Telephone Company shall not be deemed a discontinuance of service with the Telephone Company if the character of the service remains unchanged.

(B) The Telephone Company will mail, or otherwise deliver to the end user, when a deposit, with any associated interest, is applied to the liquidation of unpaid bills, a statement showing the amount of the original deposit, plus any accrued interest, the amount of unpaid bills liquidated by the deposit, plus any interest and the balance remaining due either to the end user or the Telephone Company.

(C) The Telephone Company will promptly refund an end user's deposit, plus interest, upon satisfactory payment of all proper charges for 12 consecutive months, unless the Telephone Company has obtained sufficient factual information to determine that an end user is an unsatisfactory credit risk based upon the criteria described in section 2.4.1 (A).

(D) The Telephone Company will annually review accounts of end users with deposits and shall refund deposits in accordance with 2.4.5 (C) above.

(E) The Telephone Company may, at its option, refund a deposit plus accrued interest in whole or in part at any time earlier than times prescribed in 2.4.5 (C) above.

(F) The Telephone Company will pay within 10 working days without demand or notice from the end user a balance due to the end user after service is discontinued and a final bill is rendered.

Effective Date: October 1, 2019
2. General Regulations (Continued)

2.4 Deposits (Continued)

2.4.5 Refund of Deposits (Continued)

(G) The Telephone Company will make a reasonable effort to make the refund of the deposit if the deposit cannot be made on the first attempt.

(H) The Telephone Company will render to the depositor a statement showing the amount of deposit, the period the deposit was held and the amount of the interest paid only when requested by an end user at the time a deposit is refunded.

2.5 Payment Arrangements and Credit Allowances

2.5.1 Payment of Rates and Charges

The Telephone Company shall bill on a current basis all charges incurred by the end user and credit all credits due to the end user under these terms of service attributable to services established or discontinued during the preceding billing period. The Telephone Company shall bill in arrears all usage sensitive charges (i.e., message toll) if requested by the customer to the customer's end users.

The Telephone Company shall bill in advance charges for all services billed on a monthly basis to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for an end user for Local Exchange Access Service under these terms of service), the period of service each bill covers and the payment date will be as follows:

(A) The Telephone Company will establish a bill day each month for each end user account. The bill will cover non-usage sensitive service charges per month charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges (toll) if requested by the toll providing customer for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods if applicable, and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (1) following.
2. General Regulations (Continued)

2.5 Payment Arrangements and Credit Allowances (Continued)

2.5.1 Payment of Rates and Charges (Continued)

(1) All bills provided to the end user by the Telephone Company are due upon receipt or 15 days (payment date) after the bill day whichever is later except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, the second Tuesday in November, Thanksgiving Day, the day the after Thanksgiving Day, or Christmas Day is legally observed), payment for such bills will be due from the end user as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

(2) In the event the end user makes payment on the account with a check and the bank on which the check is drawn returns the check for reasons of "Non Sufficient Funds" (NSF), account closed or any other reason, a charge pursuant to state law or as set forth in Section 20.2(A) (1) will be made.

(3) If the payment of an end user’s bill is not received in the business office within 30 days after the due date, then notice will be given to the customer that the bill has become late.

(4) The rates of the Telephone Company do not include any state, county, city or other governmental sales taxes, municipal license, franchise, or occupation tax, or similar taxes or impositions on the Telephone Company.
2. General Regulations (Continued)

2.5 Payment Arrangements and Credit Allowances (Continued)

2.5.1 Payment of Rates and Charges (Continued)

(5) The amount paid by the Telephone Company to a municipality as a cost of doing business within the municipality under a franchise or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the end users within the municipality; but no employer or employee occupation tax imposed by a municipality or the privilege of employment within the municipality shall be so surcharged. The Telephone Company shall surcharge municipal levies throughout the State in a uniform manner.

(6) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of these terms of service will be prorated to the number of days or major fraction of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

(7) When a rate as set forth in these terms of service is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

2.5.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except where specifically noted elsewhere in these terms of service.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

(A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
2. General Regulations (Continued)

2.5 Payment Arrangements and Credit Allowances (Continued)

2.5.2 Minimum Periods (Continued)

(B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total non-recoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

2.5.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are determined in accordance with the definition of "Cancellation Charge" as set forth in Section 2.6 following.

2.5.4 Credit Allowance for Service Interruption

(A) General

A service is interrupted when it becomes unusable to the end user because of failure of a facility component used to furnish service under these terms of service or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the end user as set forth in 5.2 (H) following. An interruption period starts when an inoperative service is reported to the Telephone Company; or when the Telephone Company finds it on its own, and ends when the service is operative.

Every month is considered to have 30 days.

For purposes of administering the following regulations a major fraction shall mean more than one third of the incremental credit period using the unit of time in which the service interruption is measured. For a 24 hour period a major fraction equals 8 hours and one minute.

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the end user, shall be as follows:
2. General Regulations (Continued)

2.5 Payment Arrangements and Credit Allowances (Continued)

2.5.4 Credit Allowance for Service Interruption (Continued)

(1) For all Local Exchange Access Service, no credit shall be allowed for an interruption of less than 8 hours. The end user shall be credited for an interruption of 8 hours or more at the rate of 1/30 of the applicable monthly rates for each period of 24 hours or major fraction thereof that the interruption continues. 8 hours or more constitutes a major fraction of a 24 hour period.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the jurisdictional service charged by the Telephone Company.

(2) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate charge for the service interrupted in any one monthly billing period.

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

(1) Interruptions caused by the negligence or willful acts of the end user.

(2) Interruptions of a service due to the failure of equipment or systems provided by the end user or others.

(3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

(4) Natural disasters, emergencies, catastrophes, severe storm or other events affecting large numbers of end users or other extraordinary or abnormal conditions of operation, such as those resulting from work stoppages, civil unrest, or other events for which the Telephone Company may not have been expected to accommodate.
2. General Regulations (Continued)

2.5 Payment Arrangements and Credit Allowances (Continued)

2.5.4 Credit Allowance for Service Interruption (Continued)

(5) Interruptions of a service when the end user has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the end user prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.

(6) Periods when the end user elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

(D) Use of an Alternative Service Provided by the Telephone Company

Should, the end user elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the end user must pay the terms of serviced rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the end user may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the end user consents, a credit allowance will be granted. The credit allowance will be in accordance with the provisions of 2.5.4(B)(1).

2.5.5 Re-establishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do not Apply

Service Order, and Line Connection, and Premise Visit Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:
2. General Regulations (Continued)

2.5 Payment Arrangements and Credit Allowances (Continued)

2.5.5 Re-establishment of Service Following Fire, Flood or Other Occurrence (Continued)

(1) The service is of the same type as was provided prior to the fire, flood or other occurrence.

(2) The service is for the same end user.

(3) The service is at the same location on the same premises.

(4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

(B) Nonrecurring Charges Apply

Service Order, Line Connection and Premise Visit Charges apply for establishing service at a different location, on the same premises, or at a different premises pending re-establishment of service at the original location at the rate set forth in 20.3 following.

2.5.6 Title or Ownership Rights

(A) The payment of rates and charges by Customers for the services offered under the provisions of these terms of service does not assign, confer or transfer title or ownership rights to property or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

2.6 Definitions

Certain terms used herein are defined as follows:

Access Line

The circuit with one termination at the Central Office and the other termination at the protector of the end user's designated premise.

Additional Listing

Any listing of a name or other authorized information in connection with an end user's telephone number in addition to the end user's entitled directory listing for Local Access Switching Service.
2. General Regulations (Continued)

2.6 Definitions (Continued)

Airline Mileage
The shortest distance between two locations. Airline mileage is calculated using the V and H coordinates method.

Applicant
A residential or business end user making application to the Company for Local Exchange Service.

Authorized User
An end user and a person, firm or corporation (other than the end user) on whose premises a Local Exchange Service is located and who may communicate over such service in accordance with the terms of these terms of service.

Basic Local Service
Individual local access line with services or capabilities as required by the Commission, and described in Rule 4 CCR 723-2-17.

Business Day
The term "Business Day" denotes the times of day that The Telephone Company is open for business. Generally, these are 8:00 A.M. to 4:30 P.M. Mountain Time, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

Business End User
An end user being provided Local Exchange Access Service, where the actual or obvious use of the service either by him/herself, members of his/her household, guests or parties calling can be considered as more of a business than of a residence nature; which fact might be indicated by advertising, either by business cards, newspapers, handbills, billboards, circulars, motion picture screens, or advertising matter such as on vehicles, etc.

Call
The term "Call" denotes an end user completed message for which the complete address code (e.g., 0-, 0+, 1, 911, 7 digits, or 10 digits) is provided to the serving dial tone office. The following are types of calls:

Community of Interest Call
A call made on a flat rate basis between two or more end users living in different exchanges.
2. General Regulations (Continued)

2.6 Definitions (Continued)

Local Call

A call made on a flat rate basis between two or more end users within an exchange calling area

Intrastate Toll Call

A call made on a usage sensitive basis between two or more end users within the State, utilizing the facilities of an interexchange carrier.

Interstate or International Toll Call

A call made on a usage sensitive basis between two or more end users in different states or countries utilizing the facilities of an interexchange carrier.

Cancellation Charge

A charge determined at the time of cancellation to recover the cost of Telephone Company expenses and unrecoverable materials (either used or depreciated) or a minimum of one months charge for the service ordered, whichever is higher.

Central Office or End Office

The term "Central Office" or "End Office" denotes the Telephone Company switching system where Local Exchange Common Line Service loops are terminated for purposes of interconnection to each other and to trunks. This is also the place and/or machine that executes the switching of Local Exchange Switched Access Service and toll switching.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Class of Service

A description of Local Exchange Service furnished an end user which denotes such characteristics as nature of use—residence, business, or pay station service.

Commission

The term "Commission" denotes the Colorado Public Utilities Commission.

Common Line

The term "Common Line" denotes an access line (business, residence, or pay telephone line or other facility) terminated on a central office switch.
2. General Regulations (Continued)

2.6 Definitions (Continued)

Community of Interest Calling Area

The area, consisting of two or more exchange serving areas, where an end user of basic local exchange service may make calls without a toll charge. To be included in a community of interest calling area, the exchanges must have similar governmental, health, public safety, business or educational interests, and be approved by the Commission.

Company

The term "Company or Telephone Company" denotes the Nunn Telephone Company.

Construction Charge

A special separate non-recurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the exchange terms of services.

Contiguous Property

The plot of ground, together with any buildings thereon, occupied by the end user, which is not divided by public highways, separated by property occupied by others or separated by pasture, farm or otherwise unoccupied property.

Contract

The agreement between an end user and the Company under which service and facilities are furnished in accordance with the applicable provisions of these terms of service.

Cost

The cost of labor, materials and engineering which includes appropriate amounts to cover the Company's general operating and administrative expenses.

Customer

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under the Company's interstate or intrastate access terms of service, including both Interexchange Carriers (ICs) and End Users. Generally, only End Users are provided Local Exchange Service under these terms of service. The only exception is Name and Number Services for E911.
2. General Regulations (Continued)

2.6 Definitions (Continued)

Customer Trouble Report

An oral or written report from an end user of telephone service relating to a service-affecting defect or a condition which prevents an end user from placing or receiving communications of satisfactory quality.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to an end user are due on a bill prepared by the Telephone Company.

Directory Assistance (Intrastate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by an end user by dialing NPA + 555-1212 or 555-1212 or 411.

Directory Listing

A publication in the Company's alphabetical directory of information relative to an end user's name or other identification and telephone number.

Drop Wire

That portion of a circuit between the pole line or cable distributing point and the building in which the station is located.

Emergency

A situation which exists when serious sickness or public safety is involved.

End User

The term "End User" means any subscriber of a Local Exchange Service that does not make such service available to others, directly or indirectly for the purpose of providing gratuitous service on a continuing basis or reselling interstate, intrastate or local exchange services.

Entrance Facilities

Facilities extending from the point of entrance on private property to the premises on which service is furnished.
2. General Regulations (Continued)

2.6 Definitions (Continued)

Exchange

The term "Exchange" denotes a unit, established by the Telephone Company for the administration of communications 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 facilities used in furnishing communications service within that area.

Exchange Area

The territory served by an Exchange.

Extension Premise

A circuit connecting a primary access line which ends at one protector to an extension access line which ends at an extension protector, both serving the same end user and utilizing the same telephone number.

Facilities

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

Flat Rate Service

Local exchange services furnished at a fixed monthly charge.

Foreign Exchange Directory Listing

An alphabetical directory listing in the local exchange directory for an end user obtaining local exchange access service from another company/exchange.

Held Service Order

An application for establishment of Basic Local Service, whether made orally or by written request, shall be notice to the LEC that the customer desires service. This application will be deemed a held order if the LEC is unable to supply service in 30 days after the application, unless the customer requests a later service date.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.
2. General Regulations (Continued)

2.6 Definitions (Continued)

**Individual Case Basis (ICB)**

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of these terms of service are developed based on the circumstances in each case.

**Installation Charge**

The term "Installation Charge" denotes a non-recurring charge that may include a Service Order Charge, Line Connection Charge, and Premise Visit Charge, made either prior to or at the time of the installation of local exchange access service in addition to the other applicable charges for use of telephone company facilities.

**Interexchange Carrier (IC) or Interexchange Common Carrier**

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate or interstate and international communications by wire or radio, between two or more exchanges.

**Interstate Communications**

The term "Interstate Communications" denotes both interstate and international communications.

**Intrastate Communications**

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by laws of the state involved.

**Jurisdictional Service**

The term "Jurisdictional Service" means any telecommunications service subject to the authority of this Commission under the statutes of the State of Colorado.

**Local Access and Transport Area (LATA)**

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

**Local Exchange Service**

Communications services within a local calling area provided by the Company in accordance with the provisions of the Company's Local Exchange Service Terms of Service.

Effective Date: May 1, 2018
2. General Regulations (Continued)

2.6 Definitions (Continued)

**Message**

The term "Message" denotes a "call" as defined preceding.

**Mobile Home Park**

A tract of land designed for the parking of at least five mobile homes.

**Non-Recurring Charge**

A one-time charge associated with installations, rearrangements, connections, certain repairs, and changes that are in addition to recurring monthly service charges.

**Off-hook**

The term "Off-hook" denotes the active condition of a Local Exchange Common Line Service.

**On-hook**

The term "On-hook" denotes the idle condition of a Local Exchange Common Line Service.

**Pay Telephone**

The term "Pay Telephone" denotes Telephone Company provided instruments and related facilities that are available to the general public for public convenience and necessity, including public and coinless telephones.

**Point of Termination**

The term "Point of Termination" denotes the point of demarcation (protector) within an end user-designated premises at which the Telephone Company's responsibility for the provision of Local Exchange Service ends.

**Premises**

The buildings, portion or portions of a building on continuous property used and/or occupied at by the end user in the conduct of his business or as a residence. Where floor space in adjoining building is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the end user who uses and occupies such continuous floor space is concerned. The two buildings otherwise are considered as separate buildings.

**Recurring Charge**

The normal monthly charges for the Local Exchange Services offered under these terms of service.
2. General Regulations (Continued)

2.6 Definitions (Continued)

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Residential End User

An end user being provided Local Exchange Service, where the actual or obvious use of the service either by him/herself, members of his/her household, guests or parties calling can be considered as more of a residential (social or domestic) than a business nature.

Repair Charge

A charge to repair Telephone Company facilities on the end user premises that was damaged either accidentally or intentionally.

Service Order Charge

A charge for preparing the order to connect, install, rearrange, move or repair Telephone Company facilities for the end user.

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging or, multiplexing equipment, etc., necessary to provide the Local Exchange Services requested by the end user.

Subject to Availability of Equipment

The term "Subject to availability of equipment" means the equipment in question is installed, in operating condition, and has the required capacity available in the end office of the Telephone Company.

Temporary Service

Local Exchange Access Service definitely known to be required for a short period of time, such as service provided for contractors for use during construction of a building, sales campaign, athletic contests, conventions, fairs, circuses, etc.

Underground Service Connection

An end user's drop wire which is run underground from a pole line or an underground distributing cable.
2. General Regulations (Continued)

2.6 Definitions (Continued)

**V and H Coordinates Method**

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.
3. Access Ordering, Service Connection, Move and Change Service

3.1 General Description

This section sets forth the regulations and order related charges for the ordering and installation of Local Exchange Service from these terms of service. These charges are in addition to other applicable recurring charges as set forth in other sections of these terms of service.

A Local Exchange Order is an order to provide an end user with Local Exchange Service or changes to existing Local Exchange Service.

3.2 Definitions

(A) Service Order - Applicable to work done in receiving, recording and processing information necessary to execute a customer's request for the establishment, addition, move, change or rearrangement of service.

(B) Line Connection - Applicable for work done in the central office or work involving central office equipment necessary to provide a network access line or make changes to an existing network access line. If service requires work in more than one central office area, this charge applies for each office.

(C) Premise Visit - Applicable if, at the end user's request, a Company employee must visit the end user's premises to move, change or install a service drop or standard network interface at the customer's request or to answer a trouble call when the trouble is caused by the end user's equipment. Not applicable when a Company employee is on the end user's premises for non-jurisdictional services or other purposes.

(D) Special Number Selection - Applicable if an end user requests a phone number other than the next number in sequence to be assigned.

(E) Move and Change - Applicable if the end user requests a move or change in a preexisting service installation.

3.3 Ordering Conditions

(A) These charges are intended to cover the expense incurred by the Company in conjunction with the following:

(1) Establishment of service;

(2) Change in location of a service to another premises;

(3) Transfer of service from one customer to another;

(4) Change of telephone number at the customer's request;

(5) Installation of auxiliary equipment; and
3. Access Ordering, Service Connection, Move and Change Service (Continued)

3.3 Ordering Conditions (Continued)

(6) Restoration of service disconnected for nonpayment or failure to establish credit.

(7) Searching for and assigning a number other than the next number in a sequence.

(B) Charges shown are in addition to installation charges shown under other terms of service sections.

(C) Charges shown in this schedule are based on work being performed during regularly scheduled working hours of the Company's employees. Work performed with overtime labor costs will be performed at direct cost to the customer.

3.4 Rate Regulations

(A) The Service Order Charge is as set forth in Section 20.3 (A) following.

(B) The Line Connection Charge is as set forth in Section 20.3 (B) following.

(C) The Premise Visit Charge is as set forth in Section 20.3 (C) following.

(D) The Special Number Selection is set forth in Section 20.3 (D) following.

(E) Move and Change Services are provided at the cost of time and materials.
4. Colorado Direct Service Programs

4.1 Lifeline Assistance Program

Lifeline Assistance is a government assistance program developed to reduce rates for primary residential telephone service to qualifying subscribers who receive income-based benefits. The Company participates in this program to increase the availability of telecommunications services to all consumers in its service area.

4.1.1 General Description

(A) The Lifeline Assistance reduces an eligible customer's monthly rates for local service. An eligible customer receives a federally subsidized credit toward the monthly cost of basic telephone service.

(B) The Link Up support has been eliminated due to the result of the Lifeline/Link Up Order released by the Federal Communications Commission on February 6, 2012. This order eliminates the Link Up as of April 1, 2012.

(C) Eligible customers may obtain Toll Blocking or Limited Toll Blocking free of charge. Toll Blocking is a service that does not allow any toll calls (1+, or 0+). Limited Toll Blocking provides the customer with limited ability to make toll calls by dialing 0+, and using a calling card, credit card, or prepaid calling card. Billed number screening is applied to all lines equipped with Toll Blocking or Limited Toll Blocking. Billed number screening prevents most third party, and collect calls from being charged to the access line.

(D) Eligible customers that elect to take Toll Blocking will not be required to pay a service deposit.

(E) Service will not be disconnected for nonpayment of toll as long as the eligible customer continues to pay the local service charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges. Lifeline Assistance will not be connected if an outstanding balance is owed by the customer for local service.

4.1.2 Undertaking of the Telephone Company

(A) The Telephone Company will begin providing the services and Lifeline Assistance Program discounts described in Section 4.1 preceding on the date these terms of service is approved or becomes effective by operation of law.

(B) The Telephone Company will waive the Service Order Charges to change to or from the Lifeline Assistance Program due to change in eligibility status.

(C) The Telephone Company will keep accurate records of the revenues they forgo in reducing their customary charges as a result of this program in conformity with 47 CFR §54.403 and §54.411. Pursuant to 47 CFR §54.401(d) the Telephone Company will provide the records to the federal Administrator.
4. Colorado Direct Service Programs (Continued)

4.1 Lifeline Assistance Program (Continued)

4.1.2 Undertaking of the Telephone Company (Continued)

If the Company receives notification from the program administrator that the subscriber is receiving Lifeline service from another eligible telecommunications carrier or that more than one member of the subscriber’s household is receiving Lifeline service, the subscriber will be de-enrolled from Lifeline Assistance without notice within five (5) business days following the Company’s receipt of that notice.

(D) The Company will process all applications and apply the appropriate credit on the customer’s monthly bill. A secondary service charge is not applicable for existing customers who subscribe to Lifeline Assistance.

4.1.3 Limitations

(A) The discounts are applicable only on the end user's principal residence line.

(B) Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.

(C) One low income credit is available per household and is applicable to the primary residential connections only.

(D) A Lifeline customer may subscribe to any local service offering available to other residential customers.

4.1.4 Obligations of the End User

The end user seeking the Lifeline Assistance Program discounts are responsible for providing acceptable documentation as proof of their eligibility.

The Company will confirm a subscriber’s continued eligibility to receive Lifeline service on an annual basis by requiring the subscriber to sign a certification as to his/her present qualifications for Lifeline service. Upon a determination of ineligibility, the credit will be discontinued on the bill if the customer fails to provide proof of eligibility within thirty (30) days following written notification to the customer.

(A) To constitute a qualifying low-income customer eligible to receive Lifeline services, a customer must meet the requirements set forth in either paragraph 1 or 2 below:

1. A customer's household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size;
4. Colorado Direct Service Programs (Continued)

4.1 Lifeline Assistance Program (Continued)

4.1.4 Obligations of the End User (Continued)

(a) For purposes of these rules, "income" is defined as all income actually received by all members of a household. This includes salary before deductions for taxes, public assistance benefits, social security payments, pensions, unemployment compensation, veteran’s benefits, inheritances, alimony, child support payments, work’s compensation benefits, gifts, lottery winnings, and the like. The only exceptions are student financial aid, military housing and cost-of-living allowances, irregular income from occasional small jobs such as baby-sitting or lawn mowing, and the like.

(b) A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen (18) years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen (18) living with their parents or guardians are considered to be part of the same household as their parents or guardians.

2. Lifeline Assistance is also available to all residential customers who participate in any of the following low income assistance programs. A subscriber will also be considered to be eligible even if he does not personally participate in any of the following programs, so long as an individual who lives in his household, and for whom he is financially responsible, does participate in at least one of these programs.

(a) Supplemental Security Income (SSI)

(b) Supplemental Nutrition Assistance Program (SNAP)

(c) Medicaid

(d) Federal Public Housing Assistance/Section 8

(e) Low Income Home Energy Assistance Program (LIHEAP)
4. Colorado Direct Service Programs (Continued)

4.1 Lifeline Assistance Program (Continued)

4.1.4 Obligations of the End User (Continued)

(f) Temporary Assistance to Needy Families (TANF)

(g) National School Lunch Program’s Free Lunch Program

3. In addition to meeting the qualifications provided in paragraph 1 or 2 of this section, in order to constitute a qualifying low-income customer, a customer must not already be receiving a Lifeline service, and there must not be anyone else in the subscriber’s household subscribed to a Lifeline service.

4.1.5 Payment Arrangements and Credit Allowances

Payment arrangements and credit allowances are as set forth in Section 2.5 preceding.

4.1.6 Rate Regulations

(A) The Local Exchange Service rate reduction for the Lifeline participants is as set forth in Section 20.4 (A). The rate reduction will be prorated on the basis of a 30-day month from the effective date of the end user’s application.

4.2 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing, or speech impaired persons who use Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A customer will be able to access the state provider to complete such calls.

Pursuant to Rule 4 CCR 723-2-2827(a), the Commission shall determine, and by appropriate order, impose a uniform charge on each business and residential access line in a uniform amount in order to fund the TRS program. Such charge may be adjusted on or before July 1 of each year. The uniform charge imposed pursuant to § 40-17-103(3)(a), C.R.S., shall be billed to each access line provided by each LEC.

The uniform charge shall not be included in each subscriber’s bill as part of the subscriber’s based rate. The uniform charge shall be listed as a separate item appearing on each customer’s monthly billing statement as rendered by each local exchange provider. The charge shall be listed as the “Colorado Telecommunications Relay Service Fund”.

Effective Date: May 1, 2018
4. Colorado Direct Service Programs (Continued)

4.2 Telecommunications Relay Service (TRS) (Continued)

   Monthly Charge

   1. Per Access Line, Per Month
      a. Residence       $ 0.06
      b. Business        $ 0.06

4.3 Colorado Universal Service Program

In order to accomplish the goal of universal basic service, the Colorado Utilities Commission was directed to create a system of support mechanisms to assist in the provision of basic service in high-cost areas ($40-15-502(5)(a) Colorado Revised Statutes (C.R.S.)) Specifically, the Colorado High Cost Fund (CHCF) was created under §40-15-208 C.R.S. with the Commission designated as its administrator.

The Commission requires all telecommunications service providers that provide Colorado intrastate telecommunications services to contribute to the Colorado High Cost Fund based on their proportionate share of end-user telecommunications revenues.

The current Colorado Universal Service Charge is 2.6%.
5. Basic Local Service

5.1 General Description

(A) Basic Local Service provides for an access line and the ability to switch or complete a call made by one end user within the Telephone Company Exchange to another end user within the Telephone Company Exchange. Basic Local Service also provides for the listing of the end users telephone number in the local telephone directory. Service may be temporarily suspended at the customer’s request under a reduced Vacation Rate.

(B) Basic Local service includes individual line service on the local access line; dual tone multifrequency signaling capability on the local access line; facsimile and data transmission capability of at least 2400 bits per second on analog access lines served from the public switched network when the customer uses modulation/demodulation devices rated for such capability; access to toll services; customer billing, public information assistance, directory listing, directory assistance, intercept, and a local calling area that reflects community of interest of the area in which the customer is located.

5.2 Undertaking of the Telephone Company

(A) The Telephone Company will provide Basic Local Service (Switching Service and Access Line) to end users residing within the exchange boundaries of the Telephone Company Exchange.

(B) Use of Basic Local Service will be provided to residential and business end users only.

(C) An end user that is provided with Basic Local Service will be provided with a telephone number whose numerical values are of the Telephone Company's choosing.

(D) An end user that is provided with a telephone number will also be provided with a one line entry in the annual telephone directory listing the end user's name, address including zip code, and telephone number. Unpublished numbers, unlisted numbers, additional listings or any variation of the Telephone Company's directory listing may be made in accordance with the rates, rules and regulations set forth in Section 8 Supplemental Directory Listings.

(E) An end user that is provided Basic Local Service may at the end user's request be provided a Premise Extension in accordance with the provisions set forth in Section 10 Premise Extension Service.

(F) Vacation Rate Service is applicable to service during the temporary absence of the principal members of the end user's household or business. Vacation rate service may begin on any day of the month. Complete service will be restored without notice from the subscriber on the last day of the designated vacation service rate period, unless the subscriber requests the Company to restore service sooner or to extend the vacation rate service period.

Effective Date: May 1, 2018
5. Basic Local Service (Continued)

5.2 Undertaking of the Telephone Company (Continued)

(G) Intercept arrangements as necessary will be provided with Basic Local Service with each relocation or discontinuation of service. Such intercept arrangements will be the sole responsibility of the Telephone Company.

(H) The Telephone Company will construct and maintain its telecommunications network so that the instrumentalities, equipment, and facilities within the network shall be adequate, efficient, just and reasonable in all respects in order to provide service to its customers. The service provided will meet the quality standards as defined in the Colorado Public Utility Code of regulations 4 CCR 723-2, Rules 16 thru 24. The Telephone Company maintains the right to apply protective controls which selectively cancels the completion of traffic carried over its network, including that associated with the end user’s Local Exchange Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Telephone Company facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Telephone Company result in the complete loss of service by the end user, the end user will be granted a Credit Allowance for Service Interruption as set forth in Section 2.5.4(B) preceding.

(I) Touch Tone Service will be provided in conjunction with Basic Local Service at no additional charge.

(J) An end user that orders Basic Local Service and; a) orders service where the construction cost is greater than seven times the annualized Basic Local Service Rate per extension from existing telephone utility subscriber plant; and b) the ordered service location is not covered by a major service installation or facilities upgrade may obtain service in accordance with Section 14 Construction Charges.

5.3 Limitations

(A) The determination of the numerical value of the telephone number provided to the end user is the sole responsibility of the Telephone Company.

(B) The design of the local telephone directory and the individual listing of each end user is the sole responsibility of the Telephone Company.

(C) The design of the intercept message, its length if over 25 words and its duration if over 60 days is the sole responsibility of the Telephone Company.

(D) Basic Local Service will not be provided to end users residing outside of the Telephone Company’s Local Exchange Area (i.e. Foreign Exchange Service) except as authorized by the Commission.
5. **Basic Local Service** (Continued)

5.3 **Limitations** (Continued)

(E) Basic Local Service will not be provided for use as dedicated facilities.

(F) Basic Local Service will not be provided in subdivisions and mobile home parks except as provided in Section 14 Construction Charges following.

(G) Vacation Rate Service is granted for not more than four months. Up to two extension requests will be granted for a maximum of twelve months Vacation Rate Service.

(H) No outward or inward service is provided during the period of Vacation Rate Service.

5.4 **Obligations of the End-User**

The obligations of the end user are as set forth in Section 2.3 preceding. In addition the following obligations apply:

(A) The end user shall, upon application for Basic Local Service provide the desired name for the directory listing and street address (optional) if different than that on the service order application.

(B) An end user discontinuing or relocating Basic Local Service and requesting an intercept message for the discontinued telephone number, shall notify the Telephone Company of such request.

(C) An end user ordering an unlisted or unpublished directory listing shall notify the Telephone Company of such order at the time of application for Basic Local Service and order such service from Section 8 Supplemental Directory Listings.

(D) An end user ordering Vacation rate service, extension of service, or requesting early restoration of complete service must give sufficient advance notice to permit the Telephone Company to make the arrangements.

5.5 **Payment Arrangements and Credit Allowances**

The payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

5.6 **Rate Regulations**

(A) The combined charges for Residential Basic Local Service, Community of Interest Calling Plan (CICP) Service (Section 6), and the Colorado High Cost Fund (Section 17) are as set forth in Section 20.5 (A) (1) following.
5. Basic Local Service (Continued)

5.6 Rate Regulations (Continued)

(B) The combined charges for Business Basic Local Service Community of Interest Calling Plan (CICP) Service (Section 6 following), and the Colorado High Cost Fund (Section 17 following) are as set forth in Section 20.5 (A) (2) following.

(C) The charge for Vacation Rate Service is set forth in Section 20.5 (C) following. All applicable non-recurring charges will apply to the restoration of service. Any charges made for directory listings will continue at the full rate during the vacation period.
6. Community of Interest Calling Plan (CICP) Service

6.1 General Description

Community of Interest Calling provides for placing of calls between exchanges having a community of interest as determined by the Commission on a flat rate basis.

6.2 Undertaking of the Telephone Company

(A) The Telephone Company provides CICP Service as a part of Basic Local Service to end users in the applicable exchanges.

(B) The Telephone Company will provide CICP Service to the end users in "From Exchange" to the following "To Exchanges":

<table>
<thead>
<tr>
<th>From Exchange</th>
<th>To Exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-Way CICP</td>
<td>Nunn</td>
</tr>
<tr>
<td></td>
<td>Greeley (Qwest)</td>
</tr>
<tr>
<td></td>
<td>Ault (Qwest)</td>
</tr>
<tr>
<td></td>
<td>Eaton (Qwest)</td>
</tr>
<tr>
<td></td>
<td>Fort Collins (Qwest)</td>
</tr>
<tr>
<td></td>
<td>Berthoud (Qwest)</td>
</tr>
<tr>
<td></td>
<td>La Salle (Qwest)</td>
</tr>
<tr>
<td></td>
<td>Estes Park (Qwest)</td>
</tr>
<tr>
<td></td>
<td>Loveland (Qwest)</td>
</tr>
<tr>
<td></td>
<td>Gilchrest (Qwest)</td>
</tr>
<tr>
<td></td>
<td>Mead (Qwest)</td>
</tr>
<tr>
<td></td>
<td>Platteville (Qwest)</td>
</tr>
<tr>
<td></td>
<td>Windsor (Qwest)</td>
</tr>
<tr>
<td></td>
<td>Johnstown-Milliken (Qwest)</td>
</tr>
</tbody>
</table>

6.3 Limitations

(A) A telephone number is not provided with CICP Service other than in the exchange in which Basic Local Service is provided (See Section 5.2 (C) preceding).

(B) Directory listings are not provided with CICP Service other than in the exchange in which Basic Local Service is provided (See Section 5.2 (D) preceding).

(C) Custom Calling Features are not provided with CICP Service other than in the exchange in which Basic Local Service is provided (See Section 5.2 (H) preceding).

(D) Calls originating or terminating in one exchange to or from an interexchange carrier in another exchange over CICP facilities not specifically included in 6.2 (B) above are considered interexchange usage and will be charged as access usage out of the Telephone Company's interstate or intrastate toll access terms of service.

Effective Date: May 1, 2018
6. Community of Interest Calling Plan (CICP) Service (Continued)

6.4 Obligations of the End User

The obligation of the end user is as set forth in Section 2.3 preceding.

6.5 Payment Arrangements and Credit Allowances

The Payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

6.6 Rate Regulations

(A) The charges for CICP Service will be made on a per access line per month basis and is included in the Basic Local Service rates set forth in Section 20.5 (A) following. This service is available to those end users obtaining Basic Local Service in accordance with section 5 preceding from the "From Exchanges" as set forth in 6.2 (B) preceding (See Section 5.6 preceding).

(B) The charges for CICP Service to the end users from the "To Exchange" to the "From Exchange" will be provided by the Local Exchange Carrier providing local exchange service to the "To Exchange".
7. N11 Abbreviated Dialing Codes

7.1 Description

Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven or ten-digit telephone number. The network must be pre-programmed to translate the three-digit code into the appropriate seven- or ten-digit telephone number and route the call accordingly. For N-1-1 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 1.

The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision No. 97-51 and 00-256, issued in CC Docket 92-105:

- 211 – Community Information and Referral Services
- 311 – Non-Emergency Governmental Services
- 511 – Traffic and Transportation Information
- 711 – Telecommunications Relay Service
- 811 – One call notification system

7.2 Terms and Conditions

The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, residential line, PBX trunks, etc.)

Access to these abbreviated dialing codes is not available through the following dialing arrangements. In addition, operator assisted calls will not be completed.

1+
0+, 0- (credit card, third-party billing, collect calls)
101XXXX

The company will provide only the delivery of the calls. The entity that has been granted authorization to use the N-1-1 abbreviated dialing code will be responsible for providing any announcements and services to the callers.

7.3 Rates

The Company will provide the delivery of calls to the N11 provider over common trunking facilities. If the N11 provider requests the delivery of calls over dedicated trunking facilities, the N11 provider shall be responsible for the actual cost of installing and providing such facilities.

Switch Translation Charge, per switch
Dedicated Trunking Facilities ICB
8. Supplementary Directory Listing Services

This section sets forth the rates and regulations for any changes in the local directory listing from that provided by the Telephone Company.

8.1 General Description

The alphabetical section of the telephone directory consists of a list of names of end users in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of end users and those entitled to use the end user's service as an aid to the use of the telephone service, and any special position or arrangement of names is not contemplated. Any restrictions, changes or additions are provided for in this Section. Such restrictions, changes or additions include:

- Additional or Alternate Listings
  - Additional Listings
  - Restricted Listings
    - Non-listed service
    - Non-published service

8.2 Definitions

- Additional Listing
  Any listing of a name or other authorized information in connection with an end user's telephone number in addition to that to which he is entitled in connection with his regular service.

- Restricted Listings - Non-Listed
  A listing that is not published in the Telephone Company's exchange directory. The listing is included in the Company's directory assistance records and will be provided to any calling party.

- Restricted Listings - Non-published
  A listing that is neither published in the Telephone Company's exchange directory or directory assistance records, and to the extent possible will not be released except for emergency purposes.

8.3 Undertaking of the Telephone Company

- (A) RESERVED FOR FUTURE USE

- (B) Additional listings, where the listings appear in the directory, will automatically be included in each directory issue unless notice to the contrary is received from the end user.
8. Supplementary Directory Listing Services (Continued)

8.3 Undertaking of the Telephone Company (Continued)

(C) Non-Listed telephone service will be furnished, at the end user's request, providing for the omission or deletion of the end user's telephone listing from the telephone directory. Such listings will be carried only in the Telephone Company's directory assistance and other records and will be given to any calling party.

(D) Non-Published telephone service will be furnished, at the end user's request, providing for the omission or deletion of the end user's telephone listing from the telephone directory and, in addition, the end user's telephone listing will be omitted or deleted from the directory assistance records, subject to the limitations set forth in 8.4 (E), (F) and (G) following.

(E) In the event of error in the listed number of any end users, the Telephone Company shall intercept all calls to the listed number (if central office equipment permits, and the number is not in service) until the next directory is published. In such case, and in case of an error in or omission of the name listing of an end user, the correct listing and number shall be available through directory assistance.

8.4 Limitations

(A) All listings must conform to the Telephone Company's specifications with respect to its directories.

(B) Additional listings are available only in the names of authorized users of the end user's service.

(C) Business additional listings are not permitted in connection with residential service.

(D) RESERVED FOR FUTURE USE

(E) The telephone company shall not be liable for damage claimed on account of errors in or omissions from its directories; nor for the result of the publications of such errors in the directory; nor will the Telephone Company be a party to controversies arising between end users or others as a result of listings published in its directories.

(F) The Telephone Company assumes no liability for an error or omission in the alphabetical section of the telephone directory.

(G) In cases of extra listing in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to cancellation of the charges and refunding of any charges to the customer in question.
8. Supplementary Directory Listing Services (Continued)

8.4 Limitations (Continued)

(H) The Telephone Company will not be liable for failure or refusal to complete a call to a non-published telephone service, when the call is not placed by number.

(I) The Telephone Company will try to prevent the disclosure of the number of a non-published telephone service, but will not be liable should such number be divulged inadvertently.

(J) When an end user with non-published telephone service places a call over a 911 service to a public safety answering point, and the public safety answering point attendant places such call on called party hold, and such call is represented to the Telephone Company to be of an emergency nature, the Telephone Company will release, upon request by such public safety attendant, the name and address of the calling party.

8.5 Obligations of the End User

In addition to the obligations set forth in Section 2.3 preceding the end user is responsible to properly notify the Telephone Company of his/her desire to cancel supplementary directory listing service.

8.6 Payment Arrangements and Credit Allowances

(A) Minimum Periods

The minimum period for supplemental directory listings is one year (the annual directory year).

(B) Credit Allowances

Credit allowances will be granted for errors or omissions on additional listings up to the amount previously paid by the end user for such additional listing in the annual directory where the error or omission is found.

8.7 Rate Regulations

The rate for each additional listing, non-published listing, and non-listed service is set forth in Section 20.8 following.
9. IntraLATA Presubscription

9.1 General Description

(A) IntraLATA Presubscription is a procedure whereby a customer designates to the Telephone Company the carrier which the customer wishes to be the carrier of choice for intraLATA 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. IntraLATA presubscription does not prevent a customer, who has presubscribed to an intraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

(B) All intraLATA toll message calls are subject to intraLATA Presubscription. An intraLATA toll message call is a completed call on the public switched network between the originating location and a terminating location within a given LATA, but outside the local service area of the originating location.

(C) All 0+ calls, calls to 1-HNPA-555-1212 or 555-1212, 411, 611, 911, Public Announcement Service calls (976-XXXX), and all local calls, including Extended Area Service (EAS) and Expanded Local Calling calls, are specifically excluded from intraLATA Presubscription. Calls using the 500, 700, 800 series, or 900 service access codes shall be routed in accordance with the North American Numbering Plan.

9.2 Undertaking of the Telephone Company

(A) New local service customers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Telephone Company for local exchange service. The new customer will be read a random listing of all available intraLATA toll carriers to aid their selection. If the new customer is unable to make a selection at that time, the Telephone Company will inform the new customer that he/she will be given one hundred twenty (120) days in which to inform the Telephone Company of an intraLATA toll presubscription carrier choice at no charge. The new customer will also be informed that the Telephone Company will assess a charge for any selections made after the one hundred twenty (120) day window and that until such a selection is made, the customer will be required to dial a carrier access code to route all intraLATA toll calls.

(B) Customers may change their presubscribed intraLATA toll carrier at any time, subject to the charges specified in Section 9.3.

9.3 Rate Regulations

(A) After a customer’s initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an intraLATA Presubscription Change Charge, as set forth in Section 20.9, will apply.
9. IntraLATA Presubscription (Continued)

9.3 Rate Regulations (Continued)

(B) Implementation or Removal of PIC Freeze

In order to reduce the possibility of unauthorized changes in Carrier, the End User Customer may request that the preferred Carrier selection be frozen. There is no charge for freezing the selection.

1. A preferred Carrier freeze can be implemented by one of the following methods:
   a. Through the Third Party Verification (3PV) System
   b. In writing through a Carrier Freeze Form

2. A preferred Carrier freeze can be removed by one of the methods above, or by one of the following methods:
   a. Verbally, with a call between the End user and the Company, or
   b. Verbally, with a three-way conference call between the End User, the Company, and the preferred Carrier.

(C) Company Liability

The Company does not guarantee that by placing a freeze on the End User’s account that the preferred Carrier cannot be changed without the End User’s consent. The Company will not be liable for any damages that may occur if the preferred carrier is changed without the End User’s consent.
10. Premise Extension Service

The Telephone Company will provide Premise Extension Service (both on and off premise) in conjunction with Local Exchange Access Service or Special Access Service to end users residing within the exchange boundaries of the Telephone Company Exchange.

10.1 General Description

Premise Extension Service provides the end user with the ability to have two or more terminations on a single Local Exchange Access Service (access line) either on the same premises or on different premises. Premise Extension Service requires the Telephone Company to put two or more protectors on a single Local Exchange Access Service (access line).

10.2 Undertaking of the Telephone Company

(A) The Telephone Company will provide Premise Extension Service both on an end user's premises and to another premises of the same end user provided that both premises are on the same cable route from the central office and that the end user has obtained the proper right of way clearances for the installation for the Premise Extension Service.

(B) The Telephone Company will provide Premise Extension Service from the Telephone Company's side of the protector (Telephone Company termination) or the pedestal serving the protector.

(C) The Telephone Company will provide Premise Extension Service (two access lines with the same telephone number) when the premises are on different cable routes from the central office, provided the end user pays a second Local Exchange Access Service rate for the class of service being requested. A Business Line rate for Business Service and a Residential rate for Residential Service may be provided with the same telephone number.

10.3 Limitations

(A) Premise Extension Service can only be provided in conjunction with Basic Local Service (access line).

(B) Under no circumstances will the company provide Premise Extension Service to combine the services of two or more end users unless each of the end users have and continue to maintain Basic Local Service (access line).

(C) Premise Extension Service will only be provided within the Local Exchange.

(D) Premise Extension Service will not be provided by the Telephone Company from the end user's side of the protector (Telephone Company termination).
10. Premise Extension Service (Continued)

10.3 Limitations (Continued)

(E) Premise Extension Service will not be provided by the Telephone Company unless the end user pays the full construction cost for the installation of the Service.

10.4 Obligations of the End User

(A) When the end user orders Premise Extension Service, the end user must provide the right of way for the placement of such service.

(B) In addition the obligations of the end user set forth in Section 2.3 preceding apply.

10.5 Payment Arrangements and Credit Allowances

In addition to the following the payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

10.6 Rate Regulations

Rates for Premise Extension Service are set forth in Section 20.10 following.
11. Customer Calling Services

11.1 General Description

Custom Calling Services are provided where facilities are available in conjunction with Basic Local Service to residential end users and business end users with less than five (5) access lines and include the following:

11.2 Definitions

(A) Abbreviated Dialing - an arrangement which provides for the calling of a telecommunications network telephone number by dialing an abbreviated code. Two arrangements are available, either an eight-code capacity or a thirty-code capacity, but not both on the same line.

(B) Automatic Recall - Allows a customer to automatically redial the last incoming number. The customer does not have to know the number of the calling party. If the calling party’s number is blocked by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited period of time.

(C) Call Forwarding - an arrangement whereby incoming calls may be transferred to another telephone number by signaling a prefix code and the telephone number of the service to which calls are to be transferred. Calls forwarded by this feature are subject to long distance message charges. These calls are also subject to transmission limitations.

(D) Call Forwarding Busy Line - allows incoming calls to be routed to another number selectable and changeable by the subscriber when the subscribers dedicated number is busy.

(E) Call Forwarding No Answer - provides for forwarding of incoming calls to a predetermined line when the called line does not answer within a predefined ringing cycle.

(F) Call Trace - Allows the customer to activate a trace of the last incoming call by dialing an *57. The results of the trace are made available to the County Sheriff or Police department. The customer is notified by a prerecorded voice announcement if the trace was successful. After a successful trace the customer must call the Sheriff or Police department to take legal action.

(G) Call Transfer - allows the customer to transfer a call to another number and then drop out of the call, leaving the users connected. A subscriber must have Three Way Calling to use this feature. Calls transferred by this feature may be subject to long distance message charges.

(H) Call Waiting - an arrangement whereby a customer who is using an exchange access line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer, by flashing the switchhook, is able to have alternative conversations between parties.
11. Customer Calling Services (Continued)

11.2 Definitions (Continued)

(I) **Call Waiting Caller ID** - an arrangement whereby an end user who
    is using their exchange access line and is alerted by a tone
    signal that another caller is trying to reach that line, will be
    able to get delivery of the second callers number or name and
    number. The end user can then determine if they desire to
    transfer to the second call.

(J) **Caller Identification Number Delivery** - Allows for the automatic
delivery of a calling party’s telephone number (including
nonpublished and nonlisted telephone numbers) to the called
customer, which gives the called customer an opportunity to
decide whether to answer the call immediately or not. Subscribers must provide and connect their own compatible
equipment in order to process this transmission.

(K) **Caller Identification Name and Number Delivery** - Allows for the
automatic delivery of a calling party's name and telephone number
(including nonpublished and nonlisted telephone numbers if not
blocked) to the called customer, which gives the called customer
an opportunity to decide whether to answer the call immediately
or not. The name and number are displayed on Customer Provided
Equipment.

The name displayed shall be the name associated with the calling
telephone number as shown on the Company's records. The Company,
in its discretion may abbreviate or limit that name for display
purposes. The Company does not assure name accuracy, and it
shall not be liable to any party for errors, omissions or
mistakes. The Company's sole and only obligation shall be to
reasonably correct errors in names when notified in writing of
such errors.

(L) **Caller Identification Blocking - per call** - Allows a calling
party to prevent the display of their telephone number by using a
blocking option. If a calling party's number is blocked, it will
not be displayed. Number blocking will not be provided on calls
originating from public, semi-public or other services used by
the general public.

(M) **Caller Identification Blocking - per line** - Provides a permanent
private indicator on a customer’s line. Once blocking is
established on the customer’s line, the private status can be
temporarily deactivated for one call at a time by the customer.
A customer must dial a code (*82) before each call to change the
indicator from private to public.
11. Customer Calling Services (Continued)

11.2 Definitions (Continued)

If the line is equipped with per line blocking, the name and number of that line will not be delivered to any subscriber of Caller ID. Poison control centers, hospitals, medical centers, and others who might use Caller ID will not be able to identify callers with per line blocking who need assistance. Also any person who has Caller ID may choose not to answer calls with private status. Customer Originated Traces and 911 Services are not affected by Caller Identification Blocking.

(N) Continuous Re-dial - allows a customer encountering a busy signal to automatically retry the call until the line is free for up to 30 minutes.

(O) Originating Service Denied - lines with this feature cannot originate calls. Terminating calls to the line with Originating Service Denied will be processed normally.

(P) Revert Calling - an arrangement whereby an end user can call another station on the same access line. A calling party dials his/her own seven-digit telephone number and returns the telephone to the telephone cradle. After a short interval the telephones of both the caller and the called will ring.

(Q) Selective Call Acceptance - allows the customer to accept call attempts from a specified list of up to 32 telephone numbers.

(R) Selective Call Forwarding - used to forward only selected calls. This feature allows the customer to define a special list of up to 32 telephone numbers that will be forwarded to a designated telephone number.

(S) Selective Call Rejection - allows the customer to reject call attempts from selected calling parties. The customer can designate a list of up to 32 numbers that can be rejected.

(T) Selective Distinctive Ringing / Call Waiting - enables the customer to designate up to 32 telephone number from which incoming calls are to be identified by distinctive ringing or if the customer subscribes to call waiting, by a distinctive call waiting tone.

(U) Teen Service - allows a station to have two directory numbers on the same single-party line so that a subscriber can receive calls dialed to separate numbers without installing a second line. The second number will have a distinctive ringing and tone if the line has call waiting.

(V) Terminating Service Denied - lines with this feature cannot receive any terminating calls. Originating calls from a line with Terminating Service Denied will be processed normally.
11. Customer Calling Services (Continued)

11.2 Definitions (Continued)

(W) Three-way Calling - an arrangement which permits an existing call to be held and a second call to be established and added to the connection for conferencing. Conference calls made with this service are subject to transmission limitations and applicable toll charges.

(X) Toll Restriction - this feature does not permit originating Direct Dialed or Operator Assisted long distance calls. Terminating toll calls are processed normally. This fee is waived for low-income subscribers.

(Y) Trunk Hunting - an arrangement which allows for the selection of the end user's next available line when the line associated with the called number of the end user is busy.

(Z) Warm Line - allows the customer a specific amount of time to dial a number before a pre-designated number is automatically dialed. The customer may use the telephone normally, or call a pre-designated number simply by staying off-hook.

(AA) Find Me - permits an incoming call to ring multiple telephone numbers simultaneously or in sequential order as determined by the customer.

11.3 RESERVED FOR FUTURE USE

11.4 Limitations

(A) Custom Calling Services are available only in those exchanges where the central office equipment is available to provide such services.

(B) The acceptance of long distance collect call messages is not restricted by the use of Toll Restriction.

(C) Custom Calling Services are only available on single party service.

(D) Custom Calling Services will only be provided under these terms of service to residential end users and business end users with less than five (5) access lines.

(E) No key systems, private branch exchange systems, measured service system or semi-public telephone service will be equipped with revert calling.

11.5 Obligations of the End User

The obligations of the end user are as set forth in Section 2.3 preceding.
11. Customer Calling Services (Continued)

11.6 Payment Arrangements and Credit Allowances

Payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

11.7 Rate Regulations

The rates for each service and/or for selected packages of services (when applicable) are set forth in Section 20.11 following.
14. Construction Charges

Construction charges for line extensions consist of additions to plant beyond existing subscriber plant. Construction charges are applied to subscriber applicants with abnormally long extension requirements to prevent unreasonable burdening the general body of existing subscribers. The Company owns all line extensions. Sections 14.2 through 14.4 apply to the extension of telephone facilities for the provision of basic local exchange telephone service. Section 14.5 provides for the Special Construction of facilities, construction of temporary telephone facilities, and construction under unusual conditions.

14.1 Definitions

(A) Cost – When used in this section, means the total installed plant cost consisting of, but not limited to, the cost of labor, materials, equipment hire, rental or use of company owned equipment and/or contract services such as road crossings, road boring, trenching, engineering, overhead expenses associated with construction, fees and charges exacted by any municipality, county, state or federal government, right-of-ways, use of roads, land or facilities.

(B) Developer/Builder/Property Owner – The Developer/Builder or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or legal entity recognized by law and requesting the placement of telecommunications facilities by the Company at a premises prior to, or in conjunction with, a request for telephone service by a Customer located at the premises.

(C) Land Development Agreement (LDA) – A written agreement entered into between the Company and the Developer/Builder for the provision of telecommunications facilities within new areas of land development for permanent residential and/or business telecommunications services.

(D) New Construction – When used herein, new construction is defined as the placement of those additional facilities required to extend telephone service to a Customer from the nearest existing working facility within the wire center to the premises of this previously un-served telephone Customer.

(E) Permanent Service – Permanent service is defined as service provided at a premises for twelve (12) or more consecutive months. Service will not be considered permanent when provided to a temporary structure (e.g., structures that do not have a permanent foundation and permanent connections to basic utilities such as water, gas and electricity) at a premises.
14. Construction Charges (Continued)

14.2 General Provisions

(A) Reasonable rates and charges for the provision of local exchange services involve consideration of the costs and degree of risk associated with the provision of the services. Some situations may involve substantial extra cost or risk to the Company, such as, but not limited to:

1) The facilities may be temporary;

2) Facilities ordered in advance of actual Customer demand for service;

3) Unusual costs are involved in furnishing the service; or,

4) The cost of providing service may involve considerable investment to extend facilities beyond existing facilities.

(B) Construction Charges will apply to each Customer premises when service is established for the first time. Construction Charges apply to all types, classes and grades of service.

(C) Construction costs are based on actual route construction conditions for providing service and will generally enable the Company to extend service to new Customers at a reasonable cost without adding an undue burden on the general body of Customers. Construction costs, in excess of any allowances provided in Section 14.6 following, will be billed to Customers as a Construction Charge.

(D) Applicants requesting service at premises that have been previously served by telephone facilities, that were left in place and continue to be functional, will not be assessed a Construction Charge to establish service unless Special Construction Charges apply pursuant to Section 14.5 of these Terms of Service.

(E) Construction Charges will be associated with the premises for which they were established rather than the Customer. Credit for Construction Charges may not be transferred from one premises to another.

(F) Payment of Construction Charges, Land Development, Special and/or Temporary Construction Charges by the Customer requesting basic local telephone service, Developers requesting the placement of basic local exchange telephone facilities or for Customers requesting special construction and/or placement of temporary telephone exchange facilities, are in addition to regular rates and charges applicable for the exchange service provided.

(G) Applicants ordering service at more than one premises are treated as separate Applicants at each premises for purposes of these terms of service.
14. Construction Charges (Continued)

14.2 General Provisions (Continued)

(H) The ownership of any pole line, circuit or other facilities provided wholly or in part at the expense of an Applicant under these terms of service shall at all times be vested exclusively in the Company.

(I) Consistent with the Commission’s Rules Regulating Telecommunications Providers and Telephone Utilities, a written good faith cost estimate will be provided to the Customer. The Customer is responsible for paying the full amount of the Customer’s share of the estimated Construction Charge prior to the Company commencing construction. The Customer’s share of the estimated construction costs is the amount of the cost estimate in excess of the Construction Charge allowance specified in Section 14.6 following. If the Customer’s share of the actual cost to provide new service exceeds the Customer’s estimated costs to provide new service, the Customer shall be responsible for additional Construction charges in an amount not to exceed 10% of the Customer’s estimated Construction Charges. If the Customer’s share of the actual Construction Charges is less than the estimated Construction Charges, the Company will refund, or credit at the Customer’s option, the excess amounts to the Customer.

14.3 Undertaking of the Telephone Company

(A) The Company will provide an Engineering Cost Estimate, free of charge, for the first request for telephone service to a Customer’s premises or to each individual Customer comprising a group of customers, and upon receipt of Customer provided information by the Company. Subsequent requests for Engineering Cost Estimates, for facility extensions at the same premises or group of premises within three-years of the initial request, will be billed to the Applicant(s) using the appropriate hourly engineering charges of the Company. Engineering Cost Estimates will be provided to the Applicant(s) within 30 days of the request for the estimate and will be valid for a period of 90 days after presentation to the Applicant(s) unless the Company extends the date. The good faith written cost estimate shall inform the Customer that receipt of the Construction Charge payment by the Company is required before the customer’s request will be considered an application for service. The payment of such charges, when received by the Company, shall be notice to the Company that the customer desires service and the payment date shall be considered the date of the application of service.

(B) The Company will determine the locations for construction of line or facility extensions and the distances (including drop wire) will be measured along the Company selected route.
14. Construction Charges (Continued)

14.3 Undertaking of the Telephone Company (Continued)

(C) The Company will determine the method of construction and the type of materials required to provide the quantity and grade of telephone service requested by the Customer. The Customer will be required to pay the added costs involved when a different type of construction or quantity of facilities, than proposed by the Company is desired.

(D) The Company will attempt to survey other prospective subscribers who might be served from the new construction or an extension thereof and who might benefit by being included in the project. Construction charge allowances are provided only for those prospective subscribers making a written application for service.

(E) Individual Applicants may be grouped in a single project when there is not more than one-half mile of construction between Applicants. Separate projects are established whenever the construction between any two applicants exceeds one-half mile. Two or more projects may be combined whenever this results in lower charges (or no increase in Construction Charges) for all Applicants involved.

(F) For the purpose of determining the project cost for a group of Applicants, where the Applicants are not reasonably close to each other or where there may be a significant variance in cost between various Applicants in the group, the Company shall compute the cost for each individual Applicant except that shared facility costs will be apportioned to the Applicants utilizing the shared facility. (For example, four Applicants will share the use of a section of buried cable. Each of the four Applicants will be apportioned ¼ of the cost of this section of the buried cable). Dedicated facility (e.g., unshared) costs, including the individual Customer drop, will be assigned to each of the individual Applicants. Individual Applicant Construction Charges are developed for each Applicant which will include the sum of the dedicated facilities, and the shared facility costs, less the construction charge allowance listed in Section 14.6 following.

(G) The Company will provide the Applicant at any premises with a single Construction Charge allowance regardless of the number of services ordered at that premises.

(H) When a Customer disconnects service, no refund or adjustment is made of the Construction Charges applicable to that Customer’s premises regardless of any future reconnection of basic telephone service by the Customer or upon connection of telephone service to a new applicant at this premise.
14. Construction Charges (Continued)

14.3 Undertaking of the Phone Company (Continued)

(I) When a new Applicant can be served from a completed project, within three years from the date service was initially established for such project, the charges for the entire project are recomputed to include the new Applicant if the recomputed charges do not increase the charges to those Customers served from the existing project. Otherwise, a new project will be established.

(J) When a new Applicant requests service that can be provided by an extension of facilities from a previously completed construction project and the new Applicant has requested service within three years from the date service was initially established for such project, the construction cost of the entire project, including the cost of serving the new Applicant is computed. The revised construction costs shall include an additional Construction Charge Allowance for the new Applicant. If the original Construction charge collected from the initial Applicant(s) was greater than the recomputed amount based on the inclusion of the additional Applicant to the project, the initial Applicant(s) shall be refunded the difference between the original Construction Charge and the revised Construction Charge.

(K) Computation of construction charges, for the addition of a new Applicant or Applicants to a completed project, is made with the assumption that there have been no disconnects of service by the original Applicant(s) to the project. When one or more Customers serviced by a construction project disconnect within the three-year term, no refund is made of the recomputed Construction Charge to the disconnected Customers. Charges to remaining Customers are not affected by disconnects. When a Customer disconnects service or moves from a premises where service was established by a construction project and service is subsequently established for a new Customer at this same premises, any future adjustments in Construction charges resulting in a refund is a matter for negotiation between the original Customer and the new Customer at this premises.

(L) Reinforcement of existing physical plant will be provided at the Company's expense unless Special Construction Charges apply pursuant to Section 14.5 of these terms of service.

(M) Where new construction is required, the Company will consult with other utilities to minimize construction costs (e.g., sharing trenches, poles, etc.).

14.4 Land Development Agreements

(A) A Land Development Agreement (LDA), not to exceed a five (5) year period, is required where a Developer/Builder/Property Owner requests the Company provision telephone facilities (such as placement of additional feeder, distribution facilities and drops) within new areas of land development. The LDA will include, but is not limited to:
14. Construction Charges (Continued)

14.4 Land Development Agreements (Continued)

1) Description of the subdivision or development;

2) Disposition of Covenant requirements that affect utility placement and maintenance. If further subdivision of the area is to be allowed, methods and responsibilities for providing additional service shall be listed;

3) Utility easements on all sides of every parcel shall be platted and recorded;

4) An addressed, recorded plat in electronic, digitized or written format shall be provided to the Company;

5) Rights, responsibilities and liabilities associated with trench and backfill work upon initial construction and subsequent maintenance; or,

6) Provisions for notification between the Company and Developer/Builder (such as, notification 90 days prior to the backbone trench date, 21 days notice of the completion date of a premises).

(B) The Company will use standard specifications and will engineer, design, secure all materials and provide the labor to extend telecommunications facilities from existing Company facilities to the development and to place telecommunications facilities within the development. Consistent with the Commission’s Rules regulating telecommunications providers and telephone utilities, a written, good faith, cost estimate will be provided to the Developer/Builder. The Developer/Builder is responsible for paying the full amount of the estimated construction cost prior to the Company commencing construction. If the Company’s total actual cost to provide new service exceeds the estimated costs to provide new service, the Developer/Builder shall be responsible for additional Construction Charges in an amount not to exceed 10% of the total estimated Construction Charges. If the Company’s total cost of actual Construction Charges is less than the estimated Construction Charges, the Company will refund the excess amounts to the Developer/Builder.

(C) The Property Owner/Developer/Builder holding title to the property will grant and convey to the Company all necessary non-exclusive easements (form to be provided by the Company). The easements will provide for the Company to construct, reconstruct, augment, operate, maintain and remove such telecommunications facilities, and appurtenances, from time to time, as the Company may require upon, over, under and across the property. The width and length of the easement will be determined at the time of the request for facilities. In general, all easements will be a standard width of eight feet along the front and rear lot lines and five feet wide along all side lot lines unless otherwise agreed upon. The Property Owner/Developer/Builder will pay the additional costs associated with acquiring easements.

Effective Date: May 1, 2018
14. Construction Charges (Continued)

14.4 Land Development Agreements (Continued)

(D) In all cases, the Company retains ownership of the installed plant.

(E) In areas where the Company has existing trench and backfill agreements with local power utilities, the Developer/Builder shall be responsible for the Company’s portion of the trench and backfill costs.

(F) Distribution facilities covered by a LDA cannot be used for subsequent developments until they are covered by a new LDA.

(G) Once the Company has completed the construction within a land development area, the Company will reimburse the Development/Builder the lesser of the average cost per single party loop per premises for the land development project or the Construction Charge Allowance per Section 14.6 following, for each Customer that established permanent service at a premises during a period of five (5) years from the date of the agreement. Only one reimbursement per premises will be made by the Company to the Developer/Builder for a premises regardless of the number of facilities ordered by the end user Customer or by subsequent end user Customers occupying the premises. In the event the development contains lots or premises after five (5) years from the agreement date for which facilities were provisioned and for which no service was ordered by an end use Customer, no reimbursement will be made by the Company to the Developer/Builder.

14.5 Limitations

(A) Special Types of Construction

1) Where a special type of construction is desired by an Applicant or a specific route for extensions is requested to meet an Applicant’s special requirements and where the construction or route so requested differs from the normal standards of the Company and is not legally required by ordinance, covenant, tract restriction or otherwise, the Applicant or Applicants served by such facilities or the tract Developer/Builder for land developments, shall be required to pay these additional costs in their entirety and in addition to any line extension charges required under these terms of service.

2) Where existing aerial facilities are requested to be relocated underground in an area where the Company would not, except for such request, relocate its facilities underground, the Company may charge the cost of such relocation to the persons requesting relocation of such facilities.
14. **Construction Charges** (Continued)

14.5 **Limitations** (Continued)

3) Special Constructions Charges will be applicable where, at the request of the Customer, the Company constructs a greater quantity of facilities than the Company would otherwise construct or normally utilize.

(B) **Temporary Construction, Seasonal Service or Unusual Conditions**

1) Where construction is necessary to provide temporary service, such as to an Applicant’s temporary premises within an exchange, the Applicant will be required to pay a Construction Charge equal to the estimated cost of installing and removing the temporary facilities, less estimated salvage at the time of removal. In the event the facilities are reusable for providing permanent service without rearrangement or modification, at the time the temporary service is disconnected, a portion of the Construction Charge assessed may be refunded, depending upon the circumstances in each case. Removal of facilities will be at the option of the Company, if installation of the temporary facilities was made to permanent standards and permanent easements were granted.

2) In no event shall service be classified as temporary or seasonal where full service has been provided continuously for twelve (12) or more consecutive months at a premise.

3) Where construction is required to provide service on a seasonal basis, or meet other unusual demands, additional construction charges may be assessed on a case-by-case basis.

4) Where construction of facilities is required to meet unusual conditions such as to provide service in hazardous and/or inaccessible locations, Construction charges will be assessed.

(C) **Buried and/or Underground Telecommunications Facilities Serving Cluster and Mobile Homes.**

1) A Cluster/Mobile Home Developer will be required to sign a LDA pursuant to Section 14.4 of these terms of service.
14. Construction Charges (Continued)

14.5 Limitations (Continued)

2) The provision of buried or underground telecommunications facilities to serve cluster or mobile home complexes (single or multi-dwelling units which share in the ownership or use of common property) shall be dependent on a legally sufficient easement being made available to the Company to accommodate the placing and maintaining of the common communications serving facilities (i.e., feeder and distribution cable, plus terminal pedestal or like device and access point cabinets). The surface of the easement area must be brought to final grade prior to the installation of buried or underground telecommunications facilities.

3) For the protection of Company property, the mobile home developer is required to provide a trailer stake (a T-shaped stake) at the backside, between every two mobile home parking lots for the purpose of attaching the network interface device (NID) or protector, on the outside of the mobile home unless the Company approves some other arrangement. In no case will the Company provide service when the protector/NID is attached to the mobile home.

4) The Company will not provide a Construction Charge allowance pursuant to Section H., following, to owners of mobile homes unless such mobile homes are located on a permanent pad or foundation. When the mobile home is not mounted on a permanent pad or foundation, such service is considered temporary.

14.6 Rate Regulation

For extensions of facilities beyond the existing exchange facilities of the Company or in areas of new land development and in compliance with these terms of service, the Company will provide the Applicant a Construction Charge Allowance at the amount as set forth in Section 20.14 following. If this allowance equals or exceeds the cost of construction, no Construction Charge will be levied.
15. Basic Emergency Services

15.1 General Description

Basic Emergency Services are offered by the Telephone Company to the Certificated Basic Emergency Service Provider (BESP) and the Automatic Location Identification (ALI) Database Provider. These services allow the BESP and ALI Database Provider to furnish Enhanced 911 (E911) service to a governing body. E911 and governing body are both defined in Rule 1(A) of the Rules Prescribing the Provision of Emergency Reporting Services for Emergency Telecommunications Services Providers and Telephone Utilities (E911 Rules) found in the Code of Colorado Regulations, 4 CCR 723-29. The BESP and ALI Database Provider will be called the "customer" throughout these Basic Emergency Services terms of service.

(A) E911 Access Circuits are voice grade dedicated one way transmission facilities from the Telephone Company's local exchange switch to the customer's point of connection. Automatic Number Identification (ANI) information is sent with the call over the E911 Access Circuits.

(B) Name and Number Service is the provision of the names, telephone numbers, and addresses of all subscribers in the exchange(s) of the Telephone Company to the customer. This information is delivered to the customer for the sole purpose of providing E911 services.

15.2 Undertaking of the Telephone Company

(A) The Telephone Company will provide use of its facilities to transmit calls from the end user's premises to the leased E911 Access Circuits. Only calls placed by dialing 911 will be transmitted to the customer on E911 Access Circuits. Automatic Number Identification (ANI) information will accompany each 911 call.

(B) The Telephone Company will provide the customer with updated information on the names, telephone numbers and addresses of subscribers relocating or moving within its exchange(s) and deletion of names, telephone numbers and locations of subscribers moving out of its exchange(s).

15.3 Limitations

(A) The Telephone Company shall not be interpreted, construed, or regarded as creating any obligation toward any third person or legal authority other than the customer.

(B) The Telephone Company does not undertake the provision of transmission facilities or E911 services outside the serving area shown in section 21.
15. Basic Emergency Services (Continued)

15.3 Limitations (Continued)

(C) The Telephone Company provides personal, non-listed and non-published information to the customer subject to provisions of the E911 Rules and the Privacy Rules found in the Code of Colorado Regulations, 4 CCR 723-7.

(D) The Telephone Company does not undertake the inspection or constant monitoring of facilities to discover errors, and malfunctions in the service.

(E) The Telephone Company's liability for any personal injury to, or death of any person, or for any loss, or damage of any property owned by the customer, end user or others arising from interruptions, defects, failures, or malfunctions of these services will be limited. The Telephone Company's liability shall not exceed an amount equivalent to the pro rate charges for the service while the service was fully or partially inoperative.

(F) The Telephone Company will not provide use of its facilities or access service to complete an E911 call if the end user's local service has been discontinued or suspended.

15.4 Obligations of the Customer

(A) The customer requesting E911 Circuits must be a Certified Basic Emergency Service Provider under Rule 3 of the E911 Rules.

(B) The customer requesting name and number service must certify in writing that they have adopted procedures for non-disclosure of personal information consistent with E911 Rule 9. The names, addresses, and telephone numbers of end users are confidential information subject to the non-disclosure provisions found in the E911 Rules and the Code of Colorado Regulations, 4 CCR 723-7.

(C) The customer shall make such operational tests as they require to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.

(D) Additional obligations of the Customer are set forth in section 2.3 preceding.

15.5 Payment Arrangements and Credit Allowances

Payment arrangements and Credit allowances are as set forth in Section 2.5 preceding.
15. **Basic Emergency Services** (Continued)

15.6 **Rate Regulations**

(A) **E911 Access Circuit**

The E911 Access Circuit rate recovers the cost for the interexchange cable and end office equipment associated with the transmission path which extends between the Telephone Company's wire centers and the customer's point of connection.

The charges for E911 Access Circuits will apply on a per circuit basis at the rates set forth in Section 20.15 (A) following.
17. Promotional Offerings

17.1 General Description

During specific promotional periods, the offer may be made to reduce nonrecurring and/or recurring charges on a non-discriminatory basis, up to the full amount for products and services. Each such offer shall be briefly described in a sequentially numbered Promotional Letter to the Commission on not less than fourteen days notice, and shall be for a period not to exceed ninety days. The earliest proposed effective date for any promotional offering shall be the day following the expiration of the notice period.
18. Digital Transport Service

18.1 General

Digital Transport Service (DTS) is a digital connection from the company’s wire center to the customer’s premises. The service involves a high capacity DS-1 interface through which the customer performs the channelization function. DTS includes a DS-1 facility, common equipment and local switching. The customer supplies the customer premise equipment (CPE) necessary to derive up to 24 voice-grade channels or utilize the full available bandwidth.

18.2 Terms and Conditions

a. DTS is provided subject to the availability of Company facilities.

b. Each DTS facility enables the customer to configure up to a maximum of 24 channels. The CPE necessary to channelize the service is the sole responsibility of the customer.

c. The customer is responsible for utilizing CPE that is compatible with Company equipment.

d. In conformance with NECA’s FCC Terms of Service No 5, DTS will be assessed five (5) Multi-line Business End User Common Line charges, regardless of the number of activated channels.

e. The customer is required to provide muxing/demuxing at the customer premise, if necessary.

f. The customer is responsible for channel assignments on the DS-1 facility.

g. The customer is responsible for placement, installation, operation, maintenance, repair and replacement of the inside wire not owned by the Company and the CPE that the customer uses in connection with the service. Customer premise wiring must be compatible with the Company’s provision of the service.

18.3 Rates

<table>
<thead>
<tr>
<th>Each DTS circuit</th>
<th>Non Recurring</th>
<th>Monthly recurring</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$349.00</td>
<td>$130.00</td>
</tr>
</tbody>
</table>

Effective Date: May 1, 2018
19. **Direct Inward Dialing Service**

19.1 **General Description**

Direct inward dialing provides for the completion of local and toll calls to associated station numbers without intermediate handling by a private branch exchange attendant.

19.2 **Undertaking of the Telephone Company**

(A) The Telephone Company will provide direct inward dialing to end users within its serving area in addition to the necessary trunks at the appropriate rates and charges, where central office facilities are available and the customer provided switching equipment capabilities permit.

(B) One primary directory listing in the alpha directory is provided for each Private Automatic Branch Exchange (PABX) system. Any additional listing of direct inward dialing numbers will be provided in accordance with Section 8 following.

(C) The Telephone Company will provide direct inward dialing to end users within its serving area over trunk facilities rather than over line facilities, as would be the case for normal PBX and Key System trunks, at an extra charge to the user of the facilities as set forth in Section 19.6 (C) following.

19.3 **Limitations**

(A) The provision of the direct inward dialing requires that the end user subscribe to sufficient number of trunk facilities to adequately handle the volume of incoming calls.

(B) Direct inward dialing numbers are directly associated with the primary end user and the company will not assign individual numbers to another customer as a primary number.

19.4 **Obligations of the End-User**

The obligation of the joint end user are as set forth in Section 2.3 preceding.

19.5 **Payment Arrangements and Credit Allowances**

The payment arrangements and credit allowances as set forth in Section 2.4 preceding apply.

19.6 **Rate Regulations**

(A) The charges for the initial 100 numbers assigned as Direct Inward Dialing Services are set forth in Section 20.19 (A).

(B) The charges for each additional 100 numbers assigned as Direct Inward Dialing Service are set forth in Section 10.29 (B).

(C) The charges for the trunk facilities used to provide direct inward dialing are set forth in Section 10.29 (C).

Effective Date: May 1, 2018
20. Rates and Charges

All the rates and charge for the services offered in these terms of service are shown in this section. Reference is made for each rate element to the appropriate terms of service paragraph where the application of the service is described. Services are provided where facilities are available.

20.1 RESERVED FOR FUTURE USE

20.2 Payment Related Charges

(A) Payment Related Charges

(1) NSF Check Charge $10.00 2.5.1(A)(2)

20.3 Access Ordering, Service Connection, Move and Change Service

(A) Service Order Charge
Per Initial Order $10.00 3.4 (A)
Per Subsequent Order $ 7.75 3.4 (A)

(B) Line Connection Charge
Per Connection $11.75 3.4 (B)

(C) Premise Visit Charge
Per Premise Visit $32.25 3.4 (C)

(D) Special Number Selection $10.00 3.4 (D)

20.4 Colorado Direct Service Programs

(A) Residential Local Exchange Access Service Rate - Lifeline Reduction
Per Access Line $ 9.25 4.6(A)

(B) Lifeline Assistance Surcharge
Per Access Line $ 0.00 4.6(B)

20.5 Basic Local Service

(A) Basic Local Service

(1) Residential Service
Per Access Line $20.56 5.6 (A)

(2) Business Service (Including PABX and Key System Trunks)
Per Access Line $30.86 5.6 (B)

(B) Vacation Rate
$10.00 5.6 (C)

20.6 RESERVED FOR FUTURE USE

20.7 RESERVED FOR FUTURE USE

Effective Date: May 1, 2018
20. Rates and Charges (Continued)

20.8 **Supplementary Directory Listing Service**

<table>
<thead>
<tr>
<th>Rate</th>
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<th>Source</th>
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</thead>
<tbody>
<tr>
<td>(A)</td>
<td>Per Additional Listing</td>
<td>$ .75 8.7</td>
</tr>
<tr>
<td>(B)</td>
<td>Per Alternate Listing</td>
<td>$ .75 8.7</td>
</tr>
<tr>
<td>(C)</td>
<td>Per Non-Published Listing</td>
<td>$ 2.50 8.7</td>
</tr>
<tr>
<td>(D)</td>
<td>Per Non-Listed Service</td>
<td>$ 2.50 8.7</td>
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20.9 **IntraLATA Presubscription Charges**

<table>
<thead>
<tr>
<th>Rate</th>
<th>Source</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>IntraLATA Presubscription Change Charge per business or residence line, trunk, or port</td>
<td>$ 5.00 9.3</td>
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20.10 **Premise Extension Service**

<table>
<thead>
<tr>
<th>Rate</th>
<th>Source</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>Premise Extension Charge per one-fourth mile or portion thereof</td>
<td>$ 2.25 10.6</td>
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20.11 **Custom Calling Services**

<table>
<thead>
<tr>
<th>Business</th>
<th>Residence</th>
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<tbody>
<tr>
<td>(A)</td>
<td></td>
</tr>
<tr>
<td>Abbreviated Dialing</td>
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</tr>
<tr>
<td>Per Service (10 Code)</td>
<td>$ 4.00 $ 4.00</td>
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<tr>
<td>Per Service (30 Code)</td>
<td>$ 4.00 $ 4.00</td>
</tr>
<tr>
<td>(B)</td>
<td></td>
</tr>
<tr>
<td>Automatic Recall</td>
<td></td>
</tr>
<tr>
<td>Per month/use</td>
<td>$ 3.50/.50 $ 3.50/.50</td>
</tr>
<tr>
<td>(C)</td>
<td></td>
</tr>
<tr>
<td>Call Forwarding</td>
<td></td>
</tr>
<tr>
<td>Per Service</td>
<td>$ 1.50 $ 1.50</td>
</tr>
<tr>
<td>(E)</td>
<td></td>
</tr>
<tr>
<td>Call Forwarding, Busy Line</td>
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</tr>
<tr>
<td>Per Service</td>
<td>$ 2.00 $ 2.00</td>
</tr>
<tr>
<td>(E)</td>
<td></td>
</tr>
<tr>
<td>Call Forwarding, No Answer</td>
<td></td>
</tr>
<tr>
<td>Per Service</td>
<td>$ 2.00 $ 2.00</td>
</tr>
<tr>
<td>(F)</td>
<td></td>
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<tr>
<td>Call Trace</td>
<td></td>
</tr>
<tr>
<td>Per Use</td>
<td>$ 1.00 $ 1.00</td>
</tr>
<tr>
<td>(G)</td>
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<tr>
<td>Call Transfer</td>
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<tr>
<td>Per Service</td>
<td>$ 4.50 $ 4.50</td>
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<tr>
<td>(H)</td>
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<tr>
<td>Call Waiting</td>
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</tr>
<tr>
<td>Per Service</td>
<td>$ 3.00 $ 3.00</td>
</tr>
<tr>
<td>(I)</td>
<td></td>
</tr>
<tr>
<td>Call Waiting Caller ID</td>
<td></td>
</tr>
<tr>
<td>Per Month</td>
<td>$ 3.00 $ 3.00</td>
</tr>
<tr>
<td>(J)</td>
<td></td>
</tr>
<tr>
<td>Caller Identification Number Delivery</td>
<td></td>
</tr>
<tr>
<td>Per Month</td>
<td>$ 6.00 $ 6.00</td>
</tr>
</tbody>
</table>
20. Rates and Charges (Continued)

<table>
<thead>
<tr>
<th>20.11 Custom Calling Services (Continued)</th>
<th>Business</th>
<th>Residence</th>
</tr>
</thead>
<tbody>
<tr>
<td>(K) Caller Identification Name &amp; Number Delivery Per Month</td>
<td>$ 7.00</td>
<td>$ 7.00</td>
</tr>
<tr>
<td>(L) Caller Identification Blocking-per call Per Access Line</td>
<td>NRF</td>
<td>NRF</td>
</tr>
<tr>
<td>(M) Caller Identification Blocking-per line Per Access Line</td>
<td>NRF</td>
<td>NRF</td>
</tr>
<tr>
<td>(N) Continuous Re-dial Per Service</td>
<td>$ 2.75</td>
<td>$ 2.75</td>
</tr>
<tr>
<td>(O) Originating Service Denied Per Service</td>
<td>$ 2.50</td>
<td>$ 2.50</td>
</tr>
<tr>
<td>(P) Revert Calling Per Service</td>
<td>$ .75</td>
<td>$ .75</td>
</tr>
<tr>
<td>(Q) Selective Call Acceptance Per Service 30 Num. Selected</td>
<td>$ 3.00</td>
<td>$ 3.00</td>
</tr>
<tr>
<td>(R) Selective Call Forwarding Per Service 30 Num. Selected</td>
<td>$ 3.00</td>
<td>$ 3.00</td>
</tr>
<tr>
<td>(S) Selective Call Rejection Per Service 30 Num. Selected</td>
<td>$ 3.00</td>
<td>$ 3.00</td>
</tr>
<tr>
<td>(T) Selective Distinctive Ringing/Call Waiting Per Service 30 Num. Selected</td>
<td>$ 3.00</td>
<td>$ 3.00</td>
</tr>
<tr>
<td>(U) Teen Service Per Service</td>
<td>$ 4.00</td>
<td>$ 4.00</td>
</tr>
<tr>
<td>(V) Terminating Service Denied Per Service</td>
<td>$ 2.50</td>
<td>$ 2.50</td>
</tr>
<tr>
<td>(W) Three-way Calling Per Service</td>
<td>$ 3.00</td>
<td>$ 3.00</td>
</tr>
<tr>
<td>(X) Toll Restriction Per Service</td>
<td>$ 3.00</td>
<td>$ 3.00</td>
</tr>
<tr>
<td>(Y) Trunk Hunting (After 1st Line) Per Service</td>
<td>$ 3.00</td>
<td>$ 3.00</td>
</tr>
<tr>
<td>(Z) Warm Line Per Month</td>
<td>$ 2.50</td>
<td>$ 2.50</td>
</tr>
</tbody>
</table>
20. Rates and Charges (Continued)

<table>
<thead>
<tr>
<th>Custom Calling Services (Continued)</th>
<th>Business</th>
<th>Residence</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA Find Me Per Month</td>
<td>$ 3.00</td>
<td>$ 3.00</td>
</tr>
</tbody>
</table>

1) Caller ID Package
   Caller ID, Call Waiting Caller ID, Call Forwarding, Continuous Redial
   $12.00 $12.00

2) Choice Package
   Caller ID plus any five other features offered at monthly rates
   $16.00 $16.00

3) Residential Package
   One residential access line
   Caller ID Package (#1) Voicemail**
   200 Minutes—Domestic Long Distance**
   $49.95

4) Business Package
   One business access line
   Choice Package (#2) Voicemail**
   500 Minutes—Domestic Long Distance**
   $89.95

5) Residential Voice/Internet Package
   Unlimited Local Service
   Caller ID (Name and Number) Call Waiting Call Waiting Caller ID Call Forwarding Continuous Redial Voicemail** Domestic Long Distance** High Speed Internet** Inside Wire Maintenance**
   $64.95

6) Business Voice/Internet Package
   Unlimited Local Service
   Caller ID (Name and Number) Call Waiting Call Waiting Caller ID Call Forwarding Continuous Redial Five Additional Features Voicemail** Domestic Long Distance** High Speed Internet** Inside Wire Maintenance**
   $105.95

** The prices and other terms and conditions of these offerings are not regulated by the Commission.

Effective Date: May 1, 2018
20. Rates and Charges (Continued)

20.12 RESERVED FOR FUTURE USE

20.13 RESERVED FOR FUTURE USE

20.14 Construction Charge Allowance

| Per Applicant Per Premise | $3,300.00 | 14.6 |

20.15 RESERVED FOR FUTURE USE

20.16 RESERVED FOR FUTURE USE

20.17 RESERVED FOR FUTURE USE

20.18 RESERVED FOR FUTURE USE

20.19 Direct Inward Dialing

(A) Initial 100 numbers assigned

(1) Monthly Rate $40.00 19.6 (A)

(2) Installation charge $95.00 19.6 (A)

(B) Each additional 100 numbers

(1) Monthly Charge $30.00 19.6 (B)

(2) Installation Charge $60.00 19.6 (B)

(C) DID trunk facilities

(1) Monthly charge per trunk $40.00 19.6 (C)

(2) Installation charge (See Section 20.3)
21. Exhibits

21.1 Exchange Area Maps
21. Exhibits (Continued)

21.1 Exchange Area Maps (Continued)