

TARIFF

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

SADDLEBACK COMMUNICATIONS

APPLYING TO LOCAL EXCHANGE TELEPHONE SERVICE

IN THE

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

SECTION 1. APPLICATION AND REFERENCE

1.1	TABLE OF CONTENTS	2
1.2	APPLICATION OF TARIFF	8
1.3	REGULATORY AUTHORITY GOVERNING TARIFF	8
1.4	COMPANY CONTACT	8
1.5	EXPLANATION OF TARIFF CHANGE SYMBOLS	9

SECTION 2. GENERAL REGULATIONS

2.1	DEFINITIONS.....	10
2.2	GENERAL APPLICATION	21
2.3	ESTABLISHING SERVICE	21
2.3.1	Availability of Facilities.....	21
2.3.2	Application for Service	21
2.3.3	Cancellation or Change in Application for Service	22
2.3.4	Refusal of Service.....	22
2.3.5	Transfer of Service	23
2.3.6	Minimum Service Periods.....	23
2.3.7	Priority of Establishment of Service.....	23
2.3.8	Installation of Service.....	23
2.4	FURNISHING OF SERVICE.....	24
2.4.1	Provision and Ownership of Service and Facilities	24
2.4.2	Emergency Procedures.....	24
2.4.3	Company Facilities at Hazardous or Inaccessible Locations.....	24
2.4.4	Telephone Numbers	24
2.4.5	Classifications of Service	25
2.4.6	Installation, Maintenance, and Repair of Facilities	25
2.4.7	Work Performed Outside Regular Working Hours	26
2.5	USE OF SERVICE AND FACILITIES.....	26
2.5.1	Use of Service.....	26
2.5.2	Limit on Communication	27
2.5.3	Unlawful, Abusive, or Fraudulent Use of Service	27

1. APPLICATION AND REFERENCE

1.1 TABLE OF CONTENTS (Cont'd)

SECTION 2. GENERAL REGULATIONS (Cont'd)

2.6	DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE.....	28
2.6.1	Discontinuance of Service	28
2.6.2	Termination of Service.....	30
2.6.3	Suspension of Business & Residence Service.....	30
2.6.4	Restoration of Service	31
2.7	CUSTOMER RELATIONS	31
2.7.1	Customer Complaints.....	31
2.7.2	Applicant or Customer Deposit	31
2.7.3	Payment for Service	34
2.7.4	Allowance for Interruptions	36
2.7.5	Adjustment of Charges for Overbilling and Under Billing	36
2.7.6	Disputed Bills	37
2.8	LIABILITY OF THE COMPANY.....	37
2.8.1	Service Irregularities	37
2.8.2	Indemnifying Agreement.....	38
2.8.3	Defacement of Premises.....	38
2.8.4	Service and Facilities in Explosive Atmospheres	38
2.9	SERVICES PROVIDED UNDER CONTRACT OR POSTED RATES.....	38
2.9.1	General.....	38
2.9.2	Services Offered at Posted Rates	39
2.9.3	Services Offered under Contract.....	39

SECTION 3. SERVICE CHARGES

3.1	GENERAL	40
3.1.1	Costs Covered by Service Charges.....	40
3.1.2	Types of Service Charges	40
3.2	APPLICATION OF CHARGES.....	40
3.2.1	General.....	40
3.2.2	Work Hours Covered by Service Charges	40
3.2.3	Changes in Location of Customer Equipment or Service.....	40
3.2.4	Time of Payment of Service Charges	41
3.3	NONRECURRING CHARGES.....	41
3.3.1	General.....	41

1. APPLICATION AND REFERENCE

1.1 TABLE OF CONTENTS (Cont'd)

SECTION 3. SERVICE CHARGES (Cont'd)

3.4	CUSTOMER PREMISES VISIT CHARGE	41
3.4.1	General.....	41
3.4.2	Application of Customer Premises Visit Charge	41
3.4.3	Rates and Charges	41
3.5	MISCELLANEOUS SERVICE CHARGES.....	42
3.5.1	Jack Installation	42
3.5.2	Returned Check Charge	42
3.5.3	Restoration of Service Charge	42
3.5.4	Primary Interexchange Charge (PIC) Change Charge.....	42

SECTION 4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

4.1	SPECIAL CHARGES FOR TEMPORARY, SPECULATIVE OR UNUSUAL CONSTRUCTION	43
4.1.1	General.....	43
4.1.2	Temporary Service or Service to a Moveable Premises	43
4.2	LINE EXTENSIONS.....	44
4.2.1	General.....	44
4.2.2	Poles on Private Property	44
4.2.3	Provisions of Private Right-of-Way	44
4.2.4	Private Property.....	45
4.3	SPECIAL CONSTRUCTION.....	45
4.3.1	Service to Residential and Commercial Developments	45
4.3.2	Underground Service Connections.....	45
4.4	SPECIAL SERVICE ARRANGEMENTS.....	46
4.4.1	General.....	46
4.5	RELOCATION OR ALTERATION OF LINES.....	46
4.5.1	Customer Requested Relocation or Alteration of Lines	46
4.5.2	Company Initiated Relocation or Alteration of Lines.....	47
4.6	PROVISION FOR CERTAIN TAXES AND FEES	47

1. APPLICATION AND REFERENCE

1.1 TABLE OF CONTENTS (Cont'd)

SECTION 5. EXCHANGE SERVICES

5.1	EXCHANGE AREA.....	48
5.1.1	General.....	48
5.1.2	Local Exchange Service Area.....	48
5.1.3	Extended Local Service Area.....	48
5.2	LOCAL EXCHANGE SERVICE.....	49
5.2.1	General.....	49
5.2.2	Application of Business and Residence Rates	49
5.2.3	Rates and Charges	49
5.3	TELEPHONE ASSISTANCE PROGRAMS	49
5.3.1	Link Up Program.....	49
5.3.2	Lifeline Program.....	50
5.3.3	Rates and Charges	51
5.3.4	Expanded Link Up Program for Eligible Residents of Tribal Lands	51
5.3.5	Enhanced Lifeline for Eligible Residents of Tribal Lands	52

SECTION 6. MISCELLANEOUS SERVICES

6.1	DIRECTORY LISTINGS	53
6.1.1	General.....	53
6.1.2	Primary Listings	54
6.1.3	Regular Extra Listings.....	54
6.1.4	Special Extra Listings.....	55
6.1.5	Foreign Exchange Listings	56
6.1.6	Non-listed Service	56
6.1.7	Non-published Service	56
6.1.8	Rates and Charges	57
6.2	ADVANCED CALLING FEATURES	57
6.2.1	General.....	57
6.2.2	Feature Descriptions.....	57
6.2.3	Rates and Charges	60

1. APPLICATION AND REFERENCE

1.1 TABLE OF CONTENTS (Cont'd)

SECTION 6. MISCELLANEOUS SERVICES (CONT'D)

6.3	DIRECTORY ASSISTANCE.....	61
6.3.1	Local Directory Assistance	61
6.3.2	National Directory Assistance	61
6.3.3	Directory Assistance Call Completion	62
6.4	EMERGENCY VERIFICATION AND INTERRUPT	63
6.4.1	General.....	63
6.4.2	Rates and Charges	63
6.5	TOLL RESTRICTION.....	64
6.5.1	General.....	64
6.5.2	Rates and Charges	64
6.6	VACATION SERVICE	65
6.6.1	General.....	65
6.6.2	Rules and Regulations.....	65
6.6.3	Rates and Charges	65

1. APPLICATION AND REFERENCE

1.1 TABLE OF CONTENTS (Cont'd)

SECTION 7. INTEGRATED SERVICES DIGITAL NETWORK

7.1 INTEGRATED SERVICES DIGITAL NETWORK (ISDN-BRI)..... 66

7.1.1 General..... 66

7.1.2 Regulations 66

7.1.3 Definitions 67

7.1.4 Rates and Charges 67

7.2 INTEGRATED SERVICES DIGITAL NETWORK (ISDN-PRI) 68

7.2.1 General..... 68

7.2.2 Regulations 68

7.2.3 Definitions 69

7.2.4 Rates and Charges 69

7.3 DIRECT INWARD DIALING (DID) SERVICE..... 70

7.3.1 General..... 70

7.3.2 Rates and Charges 70

SECTION 8. PRIVATE LINE

8.1 INTRAEXCHANGE PRIVATE LINE SERVICE..... 71

8.1.1 General..... 71

8.1.2 Rates and Charges 71

SECTION 9. BUNDLED SERVICES

9.1 BUNDLED SERVICES 72

9.1.1 General..... 72

RATES AND CHARGES – PRICE LIST

RATES AND CHARGES 73

1. APPLICATION AND REFERENCE

1.2 APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate exchange and network services and equipment by Saddleback Communications, hereinafter referred to as the Company within its service area. The Company's service area lies within the geographic boundaries of the Salt River Pima-Maricopa Indian Community Reservation. The Company provides service within its service area subject to the jurisdiction of The Salt River Pima-Maricopa Indian Community. The Company is not subject to the jurisdiction of any state regulatory commission.

1.3 REGULATORY AUTHORITY GOVERNING TARIFF

Saddleback Communications is a division of the Salt River Pima-Maricopa Indian Community and has been licensed by the Salt River Pima-Maricopa Indian Community to provide local exchange service on the Salt River Pima-Maricopa Reservation. Under the authority of the Salt River Pima-Maricopa Indian Community, the Company has approved and issued this Tariff, including any revisions to the original Tariff.

1.4 COMPANY CONTACT

Matters related to this Tariff and services provided under the rates, terms and conditions of this Tariff may be directed as follows:

Director of Sales and Service Saddleback Communications
10190 East McKellips Road
Scottsdale, Arizona 85256

Company representatives may be contacted at 480-362-7150.

1. APPLICATION AND REFERENCE

1.5 EXPLANATION OF TARIFF CHANGE SYMBOLS

General

The following symbols will be utilized for all changes of material within the General Exchange Tariff:

C - Change in Regulation

D - Discontinued Rate, Regulation or Text

E - Correction of an error made prior to current revision of Tariff

I - Increase in Rate

L - Material relocated from or to another part of the Tariff, with no change in Text, Regulation, Rate or Condition

N - New Rate, Regulation or Text

O - Obsolete Rate, Regulation or Text

R - Reduction in Rate

T - Text Change, but no change in Rate or Regulation

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS

Access Line

A central office circuit or channel which provides access to the telephone network for local and long distance telephone services.

Accessories

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically or inductively connected to the communications path of the telecommunications systems.

Additional Listing

Any listing of a name or other authorized information in connection with a customer's telephone number in addition to that to which he is entitled in connection with his regular service.

Advanced Calling Features

Advanced Calling Features provide for calling features such as Call Waiting, and enhanced services, such as Caller ID. Advanced Calling Features are furnished in connection with individual line service (private line).

Applicant

Any person, firm partnership, corporation, cooperative organization, governmental agency, etc., or any combination thereof requesting service or action from the Company.

Authorized User

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

Auxiliary Line

An additional individual line main station used for one-way (inward to the subscriber) service.

Basic Termination Charge

See "Termination Charge."

Bill to Third Party

The term "Bill to Third Party" denotes a billing arrangement by which a call can be charged to an authorized station as determined by the Telephone Company other than the station originating the call or the station where the call is terminated.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS

Building

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

Business Service

Telecommunications service furnished to customers where the primary or obvious use is of a business, professional, institutional or otherwise occupational nature.

Call

An attempted communication, whether completed or not.

Calling Area

See "Local Service Area."

Cancellation Charge

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

Central Office

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

Central Office Line

A circuit directly connecting an individual, private branch exchange switchboard or key system with a central office.

Centrex

A service offered by some local telephone companies that provides all the telephone system features and functions from the local telephone company's Central Office rather than from equipment installed at customer's location.

Channel

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

CIC

Carrier Identification Code, 4-digit code used to identify long distance carriers.

Circuit

A channel used for the transmission of energy in the furnishing of telephone and other communication services.

Circuit Measurement

See Mileage (Charges).

Class of Service

A description of telecommunications service furnished a customer which denotes such characteristics such as nature of use (business or residence) or type of rate (flat or message rate). Classes of service are usually subdivided in grades, such as individual or multi-party line.

Company

Wherever used in this Tariff, "Company" refers to Saddleback Communications unless the context clearly indicates otherwise.

Conduit

A tubular runway for cable facilities.

Connecting Company

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

Construction Charge

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

Continuous Property

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

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Contract

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

Contract Period

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

Customer

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

Demarcation Point

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a customer's premises. The demarcation point is located on the customer's side of the Company's protector or equivalent.

Directory

A book which is published and typically lists each telephone customer alphabetically, with his/her service location and telephone number.

Directory Assistance Charge

A charge made for placing requests for telephone numbers from the Directory Assistance Operators.

Directory Assistance Service

Directory assistance service is furnished to supplement the information available in a directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

Directory Listings

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

Drop Wire

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

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Exchange

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

Exchange Access Line

The serving central office line equipment and all Company plant facilities up to and including the Company-provided Standard Network interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

Exchange Area

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

Exchange Service

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

Exchange Service Area

The territory, including the base rate, suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

Extended Area Service

A type of telephone service furnished under tariff provisions whereby customers of a given exchange may complete calls to and, where provided by the Tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

Facilities

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

Flat Rate Service

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

General Exchange Services

Services furnished by the Company connected to or associated with primary local exchange service.

Grade of Service

The term used in describing exchange service with respect to the number of main stations which may be connected to a central office line (One-Party, Two-Party, Four-Party, Multi-Party).

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Individual Line Service

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

Installation Charge

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

Intercepting Service

A service arrangement whereby a person calling a disconnected or discontinued telephone number is informed that the called telephone number has been discontinued, or disconnected, or changed to another number, or that calls are received by another telephone.

Interface

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

Interface Equipment

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

InterLATA

Long distance message telecommunications service where point locations are in a different local access and transport area (LATA).

IntraLATA

Long distance message telecommunications service where service point locations are within the same local access and transport area (LATA).

Jack

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

Joint User Service

A classification of exchange service furnished to a joint user, in connection with customers' exchange service. A joint user is a person, firm, or corporation sharing the customer's exchange service in accordance with tariff provisions, but who would not otherwise be entitled to the use of the service.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Local Access and Transport Area (LATA)

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

Local Calling Area

See "Local Service Area."

Local Channel

Applies to that portion of a channel which connects a station to the interexchange channel or to a channel connecting two or more exchange access lines within an exchange area.

Local Exchange Service

Telecommunications service provided within an exchange for the purpose of establishing connections between customer premises within the exchange, including connections between a customer premises and a long distance service provider serving the exchange. Local exchange service may also be referred to as local exchange telephone service.

Local Message

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

Local Service Area

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

Long Distance Message Telecommunications Service

Facilities furnished by means of wire, radio or a combination thereof for telecommunications between service points in different local service areas in accordance with the regulations and system of charges specified by the Company.

Message

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

Mileage (Charges)

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

Minimum Contract Period

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

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Network Interface

See "Interface."

Non-Listed Telephone Number

A telephone number associated with an exchange station which, at the request of the subscriber, has the listing omitted from the telephone directory but is on records available to the general public upon request.

Non-Published Telephone Number

A telephone number associated with an exchange access line which, at the request of the customer, is not listed in the telephone directory and is not made available to the general public by the Company.

Payphone Service Providers (PSPS)

A customer-owned coin/coinless operated telephone. Previously known as a COCOT.

PBX Trunk

See Private Branch Exchange.

Person

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

Plant

Property which is necessary to provide service to the public as set forth in the various fixed capital accounts of the Uniform System of Accounts for telephone companies.

Premises

The same premises (except in connection with inside moves) consists of:

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

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Private Branch Exchange (PBX)

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

Private Branch Exchange Line

A channel connecting the Private Branch Exchange (PBX) station or other terminal equipment with the PBX switching equipment.

Private Branch Exchange Trunks

Trunks connecting a private branch exchange system with a central office for communication with the general exchange network and for long distance message telecommunications service.

Residence Exchange Access Line

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

Residential Service

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

Rotary Service

An arrangement whereby two or more lines furnished to a customer are assigned numbers in sequence and equipped so that calls to the first number are automatically completed to the first non-busy line in the sequence. Lines beyond the first line are referred to as "auxiliary lines."

Same Building

See "Building."

Service

The classification of Telephone Company Service is applied to Company-owned or leased facilities which provide customer access to various regulated classes and grades of service related to the switched network. Entry to the switched network is obtained through access lines.

Service Charge

A nonrecurring nonrefundable charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

Service Connection Charge

A non-recurring charge applying to the establishment of basic telephone service for a subscriber and certain subsequent additions to that service.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Service Line

A two-way business individual line, a dial PBX main station, a Centrex Main Station, or an extension of any of the before mentioned, which is required for testing of certain services provided by the Company and which is to be billed at the existing tariff rate.

Standard Network Interface

- a. The Standard Network Interface is provided by the Company as part of local exchange access, or Private Line services.
- b. All premises services will connect to the telecommunications network through the Standard Network Interface.

Subscriber

A person, firm, partnership, corporation, municipality, Company organization or governmental agency furnished communication service by the Company under the provisions of its Tariff.

Suspension of Service

An arrangement made at the request of the customer, or initiated by the Company, for temporarily interrupting service without terminating the service agreement or removing the telephone equipment from the customer's premises.

Switch

A unit of dial switching equipment which provides interconnection between stations, lines or trunks.

Tariff

The schedule of the Company containing all rules and regulations, rates, and charges, stated separately by type or kind of service and the customer class adopted subject to the authority of the Salt River Pima-Maricopa Indian Community, under which the Company has approved and issued this Tariff, including any revisions to the original Tariff.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Telecommunication Device for the Deaf (TDD)

A generic term describing keyboard devices designed or modified for the purpose of assisting deaf people in communicating over the telephone network. These include such devices as teleprinters or other keyboard units which use cathode ray tubes or light emitting diodes to display messages. TDDs may also be used by persons with other disabilities who require a keyboard and visual display to communicate over the telephone network.

Telephone Company

See "Company."

Telephone Number

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

Temporary Disconnection

See "Suspension of Service."

Termination Charge

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

Trunk Line

A telephone communication channel between a central office and a Private Branch Exchange, or a Key System for the common use of all calls or one class between its two terminals.

Underground Service Connection

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

Wire Center

A central office location where telephone feeder and distribution cables are terminated.

2. GENERAL REGULATIONS

2.2 GENERAL APPLICATION

- 2.2.1** The rules and regulations set out in this Tariff apply to the services and associated facilities furnished by the Company within its operating territory as described in Section 1 of this Tariff. The rules and regulations in this section govern the furnishing of Local Exchange Service to customers.
- 2.2.2** Complete Tariffs containing all rates for Local Exchange Service will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- 2.2.3** Failure on the part of any customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.

2.3 ESTABLISHING SERVICE

2.3.1 Availability of Facilities

- A. The Company's obligation to furnish service is dependent on its ability to obtain and maintain suitable rights of way and facilities, without unreasonable expense, for the provision of such service.
- B. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs. Section 4 of this Tariff sets forth the regulations for determining charges when excessive costs are involved for the construction of facilities.
- C. The Company shall not be liable for failure to furnish service unless the purchase price and costs expended by the Company in acquiring such special or private rights of way by purchase or condemnation is paid or guaranteed to the Company by the customer. The rights of way referred to here are only those rights of way leading from the Company's distribution facilities to the premises of the customer.
- D. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

2.3.2 Application for Service

- A. Applications for service or requests or orders by the customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
- B. An applicant may be required to make an advance payment at the time the application is accepted, in cases where a deposit is not collected. The amount of the payment will be based on applicable Service Connection Charges and the first month's charges for Exchange Service. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Tariff are otherwise applicable.

2. GENERAL REGULATIONS

2.3 ESTABLISHING SERVICE (Cont'd)

2.3.3 Cancellation or Change in Application for Service

- A. Where the customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a Cancellation Charge equal to the Minimum Service Charge may apply.
- C. For switched and nonswitched services, the Cancellation Charge shall be the costs incurred by the Company up to the time of cancellation.
- D. Where special construction has been started prior to the cancellation, a charge equal to the costs incurred in the special construction, less net salvage, shall apply. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred.
- E. When a customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

2.3.4 Refusal of Service

- A. Compliance by Applicant:
 - 1. The Company may refuse to serve an applicant until such applicant has complied with the rules and regulations outlined in this Tariff governing the service applied for. In the event the Company refuses to serve an applicant, the Company will inform the applicant of the reasons for its refusal. Service also may be refused for any one of the following reasons:
 - a. Applicant's facilities inadequate: If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given.
 - b. Indebtedness: If the applicant is indebted to the Company for services.
 - c. In cases where applicant previously received service from the Company with a subscription in the name of applicant and applicant's spouse or a subscription exclusively in the name of applicant's spouse, and the applicant jointly with the spouse or the applicant's spouse alone is indebted to the Company for services provided to the premises of applicant and applicant's spouse, the Company may refuse to serve an applicant until such outstanding indebtedness is repaid to the Company. If applicant is indebted to the Company under a different name, including a name prior to a legal name change and any other name used by applicant, the Company may refuse to serve applicant until the indebtedness is repaid to the Company.

2. GENERAL REGULATIONS

2.3 ESTABLISHING SERVICE (Cont'd)

2.3.5 Transfer of Service

Service previously furnished to one customer may not be assumed by a new customer. The new customer must apply for new service.

2.3.6 Minimum Service Periods

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty days.

2.3.7 Priority of Establishment of Service

Applications for service will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities. Where facilities are limited, the following order of precedence shall apply:

- A. Application for service for a use directly connected with national defense or where war conditions are involved.
- B. Application for service for a use directly connected with cases of emergency involving public safety, health, or welfare.
- C. Application for service needed because of serious illness or where unreasonable hardship would otherwise result.
- D. Application for new business service.
- E. All other applications for service.

2.3.8 Installation of Service

The Company shall provide to the customer a due date on which a requested installation or change shall be made. If a customer requests that the work be done on a regular working day later than that offered by the Company, then the customer's requested date shall be the commitment date. If a premises visit is required, the Company shall establish an appointment period with the customer for morning or afternoon during the Company's normal work hours, on the due date.

2. GENERAL REGULATIONS

2.4 FURNISHING OF SERVICE

2.4.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premises of a customer or authorized user are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premises at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the customer's premises, or to remove such facilities which are no longer necessary for the provision of service, upon making arrangements with the occupants of the residence or business where the service is required.

2.4.2 Emergency Procedures

The Company may make reasonable provisions to meet emergencies resulting from failure of service and shall establish procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

2.4.3 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The customer will reimburse the Company for any unusual costs involved.
- B. The customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

2.4.4 Telephone Numbers

- A. Telephone numbers are the property of the Company and are assigned to the service furnished the customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the customer, subject to a determination by the Company that it is necessary to do so in the conduct of its business. In the event the Company's Exchange Area is subject to Local Number Portability the Company will allow telephone numbers to be ported consistent with Federal Communications Commission requirements.
- B. The Company shall list each customer with directory assistance within two (2) weeks after service connection, except those numbers not listed at the customer's request.
- C. All nonassigned telephone numbers shall be intercepted.
- D. If the Company has sufficient telephone numbers for assignment to new customers, disconnected residence telephone numbers will not be reassigned for six to nine (6-9) months and disconnected business numbers may not be reassigned, unless requested by the customer, for six (6) months or the life of the directory, whichever is longer. In the event numbers available for assignment by the Company to new customers are limited, the Company may reassign disconnected residence telephone numbers after three (3) months consistent with the requirements of Federal Communication Commission rules.

2. GENERAL REGULATIONS

2.4 FURNISHING OF SERVICE (Cont'd)

2.4.4 Telephone Numbers (Cont'd)

- E. When additions or changes in plant or changes to any other of the Company's operations necessitate changing telephone numbers to a group of customers, at least thirty (30) days' written notice shall be given to all affected customers even though the addition or changes may be coincident with a directory issue.

2.4.5 Classifications of Service

A. Basis for Classification

1. The determination as to whether customer service should be classified as business or residence service is based on the character of the use to be made of the service and facilities. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.
2. The Company reserves the right to classify any local service furnished a customer as business or residence service, in compliance with this Tariff.

B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

2.4.6 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service and not due to ordinary wear and tear, the customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.

2. GENERAL REGULATIONS

2.4 FURNISHING OF SERVICE (Cont'd)

2.4.6 Installation, Maintenance, and Repair of Facilities (Cont'd)

- B. The customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the customer for losses experienced as a result of unauthorized tampering.
- C. The customer may be billed the applicable Minimum Service Charge for each service call to the customer's premises where off-hook condition is found.

2.4.7 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the customer may be required to pay the amount of additional costs the Company incurs as a result of the customer's special requirements, in addition to the other rates and charges specified in this Tariff.

2.5 USE OF SERVICE AND FACILITIES

2.5.1 Use of Service

- A. Customer telephone service is furnished for the use of the customer, customer's family, employees or business associates, persons residing in the customer's household, patients of hospitals, and patrons of hotels/motels. The Company may refuse to install or may terminate a customer's service if it is located on premises of a public nature or in a business establishment, where the public in general or patrons of the customer may make use of the service.
- B. Services provided by the Company may not be resold by the customer or used in any manner for which the customer receives compensation from the user except as provided herein:
 - 1. Access services provided pursuant to interstate or intrastate access services Tariffs the Company issues or concurs in.
 - 2. Services provided to hotels, motels, hospitals, and cellular and paging customers when such services are resold to guests, patients, or customers.

2. GENERAL REGULATIONS

2.5 USE OF SERVICE AND FACILITIES (Cont'd)

2.5.1 Use of Service (Cont'd)

- C. The customer is responsible for payment of all charges of the Company for all services ordered by the customer, including those that are shared or resold as provided herein, regardless of whether such charges are associated with the customer's usage or that of any authorized users and regardless of whether such authorized users have paid the customer for their share of the Company's charges.
- D. Given the customer's exclusive control of his communications over the Company's provided facilities, and of the other uses for which the Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.

2.5.2 Limit On Communication

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

2.5.3 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.
- B. The Company may suspend or terminate telephone service to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

2. GENERAL REGULATIONS

2.6 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE

2.6.1 Discontinuance of Service

A. Non-payment Service Interruption

In the event of a proposed disconnection of Residential Basic Local Service only, the following procedures shall apply:

1. With respect to customers who have received service from the Company for more than one month and who have paid all of the charges on the initial bill from the Company, no Basic Residential Service shall be disconnected for nonpayment of charges billed by the Company until at least sixty (60) days from the date of the bill.
2. With respect to customers who have not received service from the Company for more than one month and who have not paid all of the charges on the initial bill from the Company, no Basic Residential Service shall be disconnected for nonpayment of charges billed by the Company until at least thirty (30) days from the date of the bill.
3. No Residential Service can be disconnected for Local Service Charges unless the Company has given the affected customer a written notice of the proposed disconnection at least ten (10) days before the proposed date of disconnection. The notice must include:
 - a. The final payment date of the amount due;
 - b. The reason for the disconnection, including the unpaid balance due; and
 - c. A telephone number which the customer may call for information about the proposed disconnection.
4. Service shall not be disconnected for nonpayment of local service charged to a residential customer who has a serious illness which would be aggravated by said discontinuation, provided that the customer notifies the Company of this condition in writing, or orally and within three (3) days of giving such initial notice furnishes to the Company a written statement from a physician, county board of health, hospital, or clinic identifying the illness and its expected duration, and certifying that the illness would be aggravated by such discontinuance. In such event, the proposed disconnection shall be held in abeyance for the shorter of either the length of the illness or one-month from the date of such initial notice, and the customer may renew the postponement period one additional time by repeating the aforementioned procedure.

2. GENERAL REGULATIONS

2.6 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

2.6.1 Discontinuance of Service (Cont'd)

A. Non-payment Service Interruption (Cont'd)

5. In the case of a disputed bill for Residential Basic Local Exchange Service, the customer shall have the right, after all remedial measures with the Company have failed, to request in writing, or orally to be followed by a request in writing, that a company official investigate the dispute before Residential Service may be disconnected. Such request must be made within three (3) business days after the date of the disputed bill.
6. If a customer's check is returned for insufficient funds or dishonored by the bank, this constitutes an automatic waiver of the written notice requirements.

B. Disconnection With Notice

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

1. Failure to pay a delinquent account.
2. Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment when a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.
3. Failure to comply with deposit or payment arrangements where required.

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

1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
2. Where service is connected without authority by a person who has not made application for service, or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the Company's equipment or bypassing the same.

2. GENERAL REGULATIONS

2.6 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

2.6.1 Discontinuance of Service (Cont'd)

D. Notice

For disconnection, proper notice shall be considered to be given to the customer when a copy thereof is left with the customer or posted first class in the United States mail, addressed to the customer's last known address.

E. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

F. Abandonment of Service

The Company may not abandon a customer or a location in its service area without written notice to its customers therein.

2.6.2 Termination of Service

A. Termination of Service by the Company

When the service is terminated on the initiative of the Company because of violation of its regulations by the customer, the regulations pursuant to this tariff apply. Should service be terminated for nonpayment of charges, restoration of service will be made only as prescribed in Section 2.6.4 of this Tariff.

B. Termination of Service by the Customer

Service may be terminated at any time upon reasonable notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges.

2.6.3 Suspension of Business & Residence Service

Upon request, a customer receiving business or residence services may arrange for the temporary suspension of such service, for vacation or other similar purposes, subject to the terms and conditions specified in this Tariff.

2. GENERAL REGULATIONS

2.6 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

2.6.4 Restoration of Service

- A. For restoration of a customer's telecommunications service when service has been disconnected the following conditions are applicable. Service Charges are discussed in Section 3 of this Tariff.
- B. Service will be restored within a reasonable length of time during regular working hours after payment of all past due charges, including any required deposit, and the payment of service charges for restoration of service. The Company may request the customer to supply cash, money order, or cashier's check in payment for the bill and Service Charge(s) in lieu of accepting a personal check or moneys not guaranteed.
- C. If the customer's service has been terminated the customer must reapply for telephone service as a new applicant before having service restored. Such application will be subject to applicable Service Charges. Additionally, restoration of service terminated for non-payment shall be subject to payment of a deposit under Section 2.7.3.C.2 of this Tariff.
- D. The Company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver to suspend or disconnect service for nonpayment of such account or of any other past due accounts.

2.7 CUSTOMER RELATIONS

2.7.1 Customer Complaints

- A. Upon complaint to the Company by a customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.
- B. The Company shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges which require no further action by the Company will not be recorded.

2.7.2 Applicant or Customer Deposit

- A. Definition of Applicant and Customer

For purposes of this subsection, an applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service.

2. GENERAL REGULATIONS

2.7 CUSTOMER RELATIONS (Cont'd)

2.7.2 Applicant or Customer Deposit (Cont'd)

B. Establishment of Credit

1. The Company may require a permanent residential applicant for service to satisfactorily establish credit, but such establishment of credit will not relieve the customer from prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared telephone service. Credit history applies equally to both, without modification.
2. A residential applicant will not be required to pay a deposit subject to the following rules:
 - a. If the residential applicant has been a customer of the Company or any telephone company for the same kind of service within the last six (6) months and is not delinquent in payment of any such telephone service account, and during the last six (6) consecutive months of service, did not have more than one occasion in which a bill for such telephone service was paid after becoming delinquent, and never had service disconnected for nonpayment. Applicants are encouraged to obtain a letter of credit from their previous serving Company or Telephone Company.
 - b. If the residential applicant has obtained certification that they are in good credit standing from a financial institution such as a bank, applicants are encouraged to obtain a letter of credit from their financial institution.
3. An applicant for business service may be required to make a deposit if the credit of the applicant for service has not been established satisfactorily to the Company.
4. Every applicant who has previously been a customer of the Company and whose service has been discontinued for nonpayment of bills shall be required to pay all amounts due the Company, and re-establish credit before service is rendered by the Company.

C. Deposits Required

1. When a permanent residential or business applicant does not meet the conditions listed in Section 2.7.2.B, a deposit may be required by the Company subject to the following rules:
 - a. The initial deposit shall not exceed an amount equivalent to two and one half times the estimated average bill.

2. GENERAL REGULATIONS

2.7 CUSTOMER RELATIONS (Cont'd)

2.7.2 Applicant or Customer Deposit (Cont'd)

C. Deposits Required (Cont'd)

b. The Company may require a deposit from residential customers if the customer has been delinquent in paying a bill for telephone service on more than one occasion during the last twelve (12) consecutive months of service or if the customer's service was disconnected for nonpayment.

c. The Company will not pay interest on deposits.

2. Prior to restoration of service that has been terminated for non-payment, the Company may require the customer to pay a deposit in the amount of \$100.00 or two and one half times the estimated average bill, whichever amount is greater. Such deposit shall be in addition to the customer meeting other requirements in this Tariff for restoration of service.

D. Information Provided With Deposits

At the time a deposit is required, if requested by the customer, the Company shall provide written information about deposits to applicants for, or customers of, business or residential service. This information will include:

1. The circumstances under which the Company may require a deposit, or request an additional deposit;

2. The time frame and requirement for return of the deposit to the customer.

E. Records of Deposits

1. The Company will keep records to show:

a. The name and address of each depositor;

b. The amount and date of the deposit; and

c. Each transaction concerning the deposit.

2. The Company will issue a receipt of deposit to each applicant from whom a deposit is received and will provide means whereby a depositor may establish his claim if the receipt is lost.

2. GENERAL REGULATIONS

2.7 CUSTOMER RELATIONS (Cont'd)

2.7.2 Applicant or Customer Deposit (Cont'd)

F. Refund of Deposit:

1. If service is not connected or after disconnection of service, the Company will promptly and automatically refund the customer's deposit or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection where refund of the deposit is concerned.
2. When the customer has paid bills for service for twelve (12) consecutive residential billings or for twelve (12) consecutive business billings without having service disconnected for non-payment of bill and without having more than one occasion in which a bill was delinquent, and when the customer is not delinquent in the payment of the current bills, the Company will promptly and automatically refund the deposit for the year in the form of cash or a credit to a customer's bill, or void any guarantee of payment and return any documents or contracts of guarantee to the guarantor. If the customer does not meet these refund criteria the deposit or contract of guarantee may be retained.

2.7.3 Payment for Service

A customer shall be responsible for the payment of all charges for services and equipment furnished the customer, including charges for services originated and/or charges accepted at the customer telephone. Failure to receive a bill or disconnect notice does not relieve the customer of the responsibility for payment provided the Company has followed procedures for proper customer notification. The services or facilities furnished by the Company may be suspended for failure of the customer to pay any sum due as set forth under this Tariff in sections concerning discontinuance of service.

A. Billing Period and Charges

1. Bills for telephone service will normally be rendered monthly. Bills may be rendered more frequently, however, when it is considered necessary or advisable by the Company. Bills shall show the period of time covered by the billings, and shall show a clear listing of all charges due and payable, including outstanding amounts in the same customer class that the Company may have chosen to transfer from a customer's prior delinquent account(s). Payment of charges for moves and changes and other Nonrecurring Charges may be required prior to completion.
2. Charges for local services and facilities are payable monthly in advance.
3. All amounts billed by the Company for services are due upon rendering of the bill to the customer by the Company. The due date for purposes of applying regulations contained in this Tariff shall be the due date established by the Company and indicated on the bill.

2. GENERAL REGULATIONS

2.7 CUSTOMER RELATIONS (Cont'd)

2.7.3 Payment for Service (Cont'd)

4. Special charges, fees, and taxes - An additional charge shall be added to the customer's bill for service, which is equal to the pro rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now or hereafter imposed by any municipal taxing body or municipal authority whether by statute, ordinance, law, or otherwise, and whether presently due or to hereafter become due.
5. The Company will provide the customer with a breakdown of Local Service Charges at the time service is initially installed or modified, or if requested by the customer, at a reasonable charge. The customer may also choose to receive an itemized breakdown of Local Service Charges monthly or annually which will be provided by the Company at a reasonable charge.

B. Pro Rating of Charges

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods less than a billing month, will be pro rated.

C. Suspended or Disconnected Service

1. Should service be suspended for nonpayment of charges, it will be restored only as provided in Section 2.7.3 of this Tariff.
2. When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.

D. Late Payment Charge

A late payment charge of one and one half percent (1.5%) will be applied to each customer's bill when the previous month's bill has not been paid in full by the billing due date.

E. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill but before the due date of the next bill if a customer so requests. If the customer does not fulfill the terms of such payment arrangements the Company shall have the right to disconnect service. A disconnect notice must be issued prior to termination of service, if one had not been issued before the payment arrangement was executed.

2. GENERAL REGULATIONS

2.7 CUSTOMER RELATIONS (Cont'd)

2.7.4 Allowance for Interruptions

- A. For the purpose of applying this provision, interruption shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits or other network and/or switching capacity shortages.
- B. When service is interrupted for a period of at least 24 hours after notice by the customer to the Company, a credit allowance equal to 1/30 of the Tariff monthly rate for all services and facilities furnished by the Company rendered useless shall apply for each 24 hours, or major fraction thereof, during which the interruption continues after notice to the Company. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities which were rendered useless.
- C. The credit allowance will not apply where service is interrupted by the negligence or willful act of the customer or the failure of facilities provided by the customer, or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of unlawful or improper use of the facilities or service, or any other reason covered by the Tariff.
- D. No credit allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the customer is responsible for providing electric power.
- E. No credit allowance shall be made for interruptions caused by any person or entity other than the Company, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government or by any other cause beyond the Company's control.

2.7.5 Adjustment of Charges for Overbilling and Under Billing

If billings for telecommunications service are found to differ from the Company's lawful rates for the services being purchased by the customer, or if the Company fails to bill the customer for such services, a billing adjustment shall be calculated by the Company. If the customer is due a refund, an adjustment shall be made up to one year. However, if documented proof is presented of the overcharges, adjustments shall be made for the entire period of the overcharges.

If the customer is undercharged, the Company may back bill the customer for the amount which was under billed. The back billing is not to exceed twelve (12) months unless the Company can produce records to identify and justify the additional amount of back billing. The Company, however, will not disconnect service if the customer fails to pay charges arising from an under billing more than twelve (12) months prior to the date the Company initially notified the customer of the amount of the undercharge and the total additional amount due.

2. GENERAL REGULATIONS

2.7 CUSTOMER RELATIONS (Cont'd)

2.7.6 Disputed Bills

- A. In the event of a dispute between a customer and the Company regarding any bill for utility service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the customer.
- B. A customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.
- C. Any customer or applicant for service requesting the opportunity to dispute any action or determination of the Company under the customer service rules as set out in the Company's Tariff shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately following the customer's request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review. If the customer chooses not to participate in such review or to make arrangements for such review to take place within seven (7) days after requesting it, the Company may disconnect service, providing notice has been issued under standard disconnect procedures. The results of the supervisory review must be provided in writing to the customer within seven (7) days of the review, if requested.

2.8 LIABILITY OF THE COMPANY

2.8.1 Service Irregularities

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate Local Service Charge to the customer for the period of service during which such service irregularities occur and continue.

However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or failure or defects in facilities furnished by the Company which are caused or contributed to by the negligence or willful act of the customer, authorized user, or joint user or which arise from the use of customer provided premises equipment shall not result in the imposition of any liability whatsoever upon the Company.

- B. When a service or channel is temporarily surrendered by a customer, at the request of the Company, credit determined as in Paragraph A, above, will be allowed for the entire period surrendered.

2. GENERAL REGULATIONS

2.8 LIABILITY OF THE COMPANY

2.8.2 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof; claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, and apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.

2.8.3 Defacement of Premises

The Company is not liable for any defacement or damage to the premises of a customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premises, when such defacement or damage is not the result of the sole negligence of the Company or its employees.

2.8.4 Service and Facilities in Explosive Atmospheres

- A. The Company does not guarantee, nor makes any warranty with respect to, service and facilities provided by it for use in an explosive atmosphere. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the Company's facilities.
- B. The Company may require each customer to sign an agreement for the furnishing of such service and facilities as a condition precedent to the furnishing of such service and facilities.
- C. The customer shall furnish, install, and maintain sealed conduit with explosive-proof fittings between these facilities and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may be required to install and maintain these facilities within the hazardous area if, in the opinion of the Company injury or damage to Company employees or property might result from installation or maintenance by the Company.

2.9 SERVICES PROVIDED UNDER CONTRACT OR POSTED RATES

2.9.1 General

In addition to the local exchange services offered in this tariff at specific rates, the Company may provide additional local exchange services under contract. Services provided under contract include both services offered at posted rates and services provided under individual agreements executed by the Company and the customer.

2. GENERAL REGULATIONS

2.9 SERVICES PROVIDED UNDER CONTRACT OR POSTED RATES (Cont'd)

2.9.2 Services Offered at Posted Rates

At the sole discretion of the Company, the Company may provide certain local exchange services in addition to those offered in this Tariff under posted service descriptions and rates.

- A. The Company will post service descriptions and rates by one of the following: posting on the Company's Internet Website, posting in printed documents published by the Company, or by both methods.
- B. Services offered at posted rates will be available to all customers who meet the conditions for the posted service subject and the General Regulations contained in Section 2 of this Tariff.
- C. In addition to the rates, terms or conditions indicated on the posting for a service, the terms and conditions of this Tariff apply to the Company's provision of the service. In the event there is a conflict between a rate, term or condition contained in the posting of the service and a rate, term or condition contained in this Tariff, the rate, term or condition contained in this Tariff shall apply.
- D. By accepting service from the Company, the customer accepts the rates, terms and conditions contained in the posted service description and rates and the rates, terms and conditions contained in this Tariff.

2.9.3 Services Offered under Contract

At the sole discretion of the Company, the Company may provide certain local exchange services to business customers under contract. Services offered to business customers under contract include both services offered in this Tariff and services that are in addition to those offered in this Tariff.

- A. Services provided under contract that are also offered in this tariff shall be provided under contracted term and/or volume commitments beyond those, if any, in this Tariff for the applicable service.
- B. In addition to the rates, terms or conditions included in a contract for service, the terms and conditions of this Tariff apply to the Company's provision of the service. In the event there is a conflict between a rate, term or condition contained in this Tariff and a rate, term or condition contained in the contract, the rate, term or condition contained in the contract shall apply.

3. SERVICE CHARGES

3.1 GENERAL

3.1.1 Costs Covered by Service Charges

Service Charges specified in this Tariff are intended to cover costs incurred by the Company to establish, to add to, or to rearrange service as request by the customer.

3.1.2 Types of Service Charges

A. Nonrecurring Charge

Nonrecurring Charges are one-time charges associated with a given service or item of equipment which applies on a per service and/or per item basis each time the service or item of equipment is provided or changed.

B. Customer Premise Visit Charges

Customer Premise Visit Charges are the Company's charge associated with a trip to the customer/applicant's premises to comply with the customer/applicant's request to establish, to add to, or to rearrange service.

C. Miscellaneous Service Charges

Miscellaneous Service Charges are charges associated with miscellaneous service order or service functions performed by the Company that are not generally associated with a monthly service.

3.2 APPLICATION OF CHARGES

3.2.1 General

Service Charges are in addition to other rates and charges normally applied under this Tariff, and are applicable for all services furnished to the customer as indicated throughout this Tariff except as modified hereinafter. Such charges apply in addition to, and not in lieu of, Installation Charges or Construction Charges associated with unusual costs incurred to establish service.

3.2.2 Work Hours Covered by Service Charges

Service Charges are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the customer requests that work be performed at hours outside of the normal business hours (8:00 a.m. to 5:00 p.m.) or business week (Monday - Friday), or interrupts work once begun, an additional charge applies based on the additional costs incurred by the Company.

3.2.3 Changes in Location of Customer Equipment or Service

Except as otherwise provided in this Tariff, all changes in location of customer's equipment or service from one premise to another are treated as new service connections and the appropriate Service Charges will be applied.

3. SERVICE CHARGES

3.2 APPLICATION OF CHARGES (Cont'd)

3.2.4 Time of Payment of Service Charges

Except for as otherwise provided in this Tariff, Service Charges may be required to be paid at the time of application for service, or upon presentation of a bill.

3.3 NONRECURRING CHARGES

3.3.1 General

Unless otherwise specified, nonrecurring charges apply whether or not the facilities are in place. Facilities are considered as being in place when no change is made to the customer's request in the type or location of the facilities. All nonrecurring charges, where applicable, are specified with a given service as stated in individual sections of this Tariff.

3.4 CUSTOMER PREMISES VISIT CHARGE

3.4.1 General

- A. A Customer Premises Visit Charge is applicable when a trip to the customer's premises is required to complete work requested by a customer, as shown on the related service order. A Customer Premises Visit Charge may also be called a "Trip Charge." All regulations and rates applicable to Customer Premises Visit Charges apply to Trip Charges. A Customer Premise Visit Charge will apply each time, if additional trips are necessitated by a customer or an applicant request.
- B. A Premises Visit Charge is not applicable to complete disconnection of service or a change in service or facilities initiated by the Company.

3.4.2 Application of Customer Premises Visit Charge

When a customer trouble report requires a visit to the customer premises by a Company repairman and it is found that the trouble is in the customer-provided equipment, a non-recurring Premises Visit Charge will apply whether or not the customer-provided equipment or inside wiring is legally connected to the facilities of the Company in accordance with the provisions of this Tariff. The Premises Visit Charge is also applicable when an employee is dispatched to a designated location to complete a customer service request for the installation, move or change of service or equipment other than installation of a telephone jack which is covered under Section 3.5.1 of this Tariff.

3.4.3 Rates and Charges - See Price List

3. SERVICE CHARGES

3.5 MISCELLANEOUS SERVICE CHARGES

3.5.1 Jack Installation

A. General

1. At the request of the customer for Company installation of a telephone jack, the Company will visit the customer's premises to perform the requested jack installation. A jack is a fixed socket designed to permit the establishment of a connection between the local exchange facilities and terminal equipment equipped with cords ending in plugs.
2. Once installation is completed and paid for by the customer, the jack shall become Customer Premises Equipment owned by the customer.

B. Jack Installation Service includes installation of inside wiring associated with the jack. Jack Installation Service includes provision by the Company of materials comprising jacks and related wiring up to 100 feet in length for each jack installed.

C. Rates and Charges - See Price List

3.5.2 Returned Check Charge

A. General

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business.

B. Rates and Charges – See Price List

3.5.3 Restoration of Service Charge

A. General

When service is temporarily suspended for non-payment of charges, the service will be restored upon payment of past-due charges, as discussed in Section 2 of this Tariff. In addition, a Restoration of Service Charge will be applied.

B. Rates and Charges – See Price List

3.5.4 Primary Interexchange Carrier (PIC) Change Charge

A. General

Primary Interexchange Carrier (PIC) Change Charge will apply whenever a customer requests a change in their primary interexchange carrier for either interLATA or intraLATA long distance service. A PIC Change Charge will apply to each customer's request for a change in the customer's interLATA or intraLATA primary interexchange carrier. The PIC Change Charges will be based on the applicable regulations and rates in National Exchange Carrier Association Tariff F.C.C. No. 5 at Sections 13.4 and 17.4.4(I) and Saddleback Communications Intrastate Access Service Tariff at Sections 8.5 and 12.5.5.

B. Rates and Charges – See Price List

4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

4.1 SPECIAL CHARGES FOR TEMPORARY, SPECULATIVE OR UNUSUAL CONSTRUCTION

4.1.1 General

- A. Facilities of the Company will be extended in accordance with the provisions of this Section. Special Charges may be applied in addition to the usual service connection charges and monthly rates. Special Charges apply primarily when unusual investment or expense will be incurred by the Company, such as when:
 - 1. Conditions require, or the customer requests the provision of special equipment, unusual or non-standard methods of plant construction, installation or maintenance or a move of Company facilities;
 - 2. The customer's location requires the use of costly private Right-of-Way; or
 - 3. Exchange service is ordered for areas where existing telephone facilities are not available.
- B. The Company will retain title to all plant constructed, as specified within this Tariff, whether provided wholly or partially at a customer's expense.
- C. The customer is required to pay all Construction Charges made by another telephone Company providing facilities connecting with the facilities of the Company.
- D. Applicants may be required to make nonrefundable advance payments to cover all or a portion of the excess Construction Charges for Exchange Service or Special Service Arrangements when in the opinion of the Company there is evidence of credit risk. A cash deposit may also be required as discussed under Section 4 of this Tariff.
- E. Except as otherwise provided herein, the terms and conditions in this Tariff contemplate that the type of construction required to provide the quantity and grade of telephone service involved will be determined by the Company. The customer will be required to pay the added costs involved when a different type of construction than that proposed by the Company is desired.

4.1.2 Temporary Service or Service to a Movable Premises

- A. Where the proposed service is of a temporary nature and the plant would have no value to the Company upon discontinuance of the service, the applicant shall be charged the estimated cost of construction and removal of the plant or portion of the plant which would not be of value to the Company, less the estimated immediate net recovery value of the material used.
- B. Where plant construction is required to provide any service or facility of a temporary nature or where it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Company may require the applicant to pay the non-recoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

4.1 SPECIAL CHARGES FOR TEMPORARY, SPECULATIVE OR UNUSUAL CONSTRUCTION (Cont'd)

4.1.2 Temporary Service or Service to a Movable Premises (Cont'd)

- C. When telephone service is provided to movable premises by means of aerial plant, the customer shall provide a clearance pole if the Company considers it necessary. The clearance pole must comply with the Company's specifications. The customer shall place, own and maintain the pole. However, if the customer elects and the Company agrees, the Company will place, own and maintain the pole and bill the customer the cost of placing the pole.
- D. For provision of service by the Company of a temporary nature or to a moveable premises, the customer shall be charged the estimated cost of construction and removal of the plant which would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.

4.2 LINE EXTENSIONS

4.2.1 General

A Line Extension is the addition by the Company to its central office line facilities beyond those now existing to provide for service to business or residence customers. The Company will furnish adequate telephone service to the largest practicable number of customers within its service area without requiring a construction charge.

Residential Line Extensions: Where costs of installation exceed seven (7) times the annual primary service revenue for such a line, the customer will be responsible for paying the excess costs pursuant to Section 4.3.

Business Line Extensions: Application of charges for business service line extensions will be determined on an individual case basis.

4.2.2 Poles on Private Property

Poles on private property to be used in serving an individual customer will be furnished by the Company at no cost to the customer except in cases where the customer is required to pay for constructing the line extension. Poles requested by the customer in excess of those deemed necessary by the Company will be charged to the customer at the installed cost. Ownership and maintenance of such poles is vested in the Company.

4.2.3 Provisions of Private Right-of-Way

The Company's obligation to provide service is solely dependent upon its ability to secure, retain and maintain suitable rights-of-way without unreasonable expense. When conditions require, applicants shall provide, without expense to the Company, private Right-of-Way as needed. Any and all private Right-of-Way or permit requirements, and any and all associated costs, will be the responsibility of the applicant, and must be furnished before a plant extension project begins.

4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

4.2 LINE EXTENSIONS (Cont'd)

4.2.4 Private Property

For construction on private property, an average amount of entrance and distribution facilities will be furnished by the Company provided the facilities are of the standard type normally furnished for the particular location or kind of service. The applicant may be required to pay the costs over and above those applicable for a normal installation under any of the following circumstances: if additional entrance or distribution facilities are required; if the conditions are such as to require special facilities, maintenance or methods of construction; if the installation is for a temporary or semi-permanent purpose; or if for any other reason the construction costs are excessive as compared with the revenue to be derived. The customer will provide the Company upon request and without charge written permission for the placing of the Company's facilities on the property.

4.3 SPECIAL CONSTRUCTION

4.3.1 Service to Residential and Commercial Developments

- A. The Construction Charges, allowances and provisions previously specified in this Section 4 contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential or commercial real estate development which, in the Company's opinion, are of a promotional or speculative nature, the Company may require an advance deposit equal to all or a portion of the costs of such construction, depending on the circumstances in each case. This advance deposit will be payable prior to the start of construction.
- B. The applicant for telephone service to a development is required to provide the Company, at his/her own expense, the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Company specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Company.

4.3.2 Underground Service Connections

- A. When customers request underground service connections instead of aerial drop wires which would ordinarily be used to reach the customer's premises, or when aerial facilities are used to provide service or channels to a customer and the customer subsequently requests that such facilities be placed underground, the following regulations apply:
 - 1. Where cable is to be placed in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Company;

4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

4.3 SPECIAL CONSTRUCTION (Cont'd)

4.3.2 Underground Service Connections (Cont'd)

2. Where cable is laid in a trench at the customer's request, the trench shall be constructed and back filled under the Company's supervision and by or at the customer's expense;
3. Repairs or replacements of cable in the conduit or trench made necessary by damage caused by the customer or his representatives will be made only at the customer's expense;
4. Where facilities are changed from aerial to buried or underground, in addition to the above, the customer is charged the cost of dismantling and removing the aerial facilities;
5. Except as otherwise provided herein, the regulations in this Tariff contemplate that the type of construction required to provide the quantity and class of service involved will be determined by the Company. The applicant may be required to pay additional costs involved where a different type of construction than that proposed by the Company is desired; and
6. Any special maintenance expense that may from time to time occur will be borne by the customer except that maintenance of buried service wire, including associated trenching where required, will be at the expense of the Company.

4.4 SPECIAL SERVICE ARRANGEMENTS

4.4.1 General

If the requirements of customers cannot be met with the regularly offered service arrangements, Special Service Arrangements may be furnished by the Company, where practical, at charges equivalent to the estimated cost of such equipment and arrangements provided it is not detrimental to any of the services furnished under the Company's Tariffs.

4.5 RELOCATION OR ALTERATION OF LINES

4.5.1 Customer Requested Relocation or Alteration of Lines

Relocation or alteration of existing lines performed by the Company at the request of the customer shall be paid for by the customer. Costs for which the customer is responsible include, but are not limited to, material, material overhead, installation labor and installation labor overhead.

4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

4.5 RELOCATION OR ALTERATION OF LINES (Cont'd)

4.5.2 Company Initiated Relocation or Alteration of Lines

When the Company determines, in its sole judgment a need for relocation or alteration of existing lines for purposes of maintaining service quality or for achieving more efficient provision of service, costs of work shall be the responsibility of the Company. Such work will be performed with appropriate notice to the customer and, where applicable, the permission of the customer.

4.6 PROVISION FOR CERTAIN TAXES AND FEES

When any political body or sub-division thereof charges, collects or receives from the company any fees whether in money, service, or other thing in value, for or by reason of any license, privilege, inspection, franchise tax, fee, charge, or other imposition, or taxation, or for or by reason of the use of the streets, alleys, conduit systems, right of ways, or other facilities or public places of the political body whether it be Federal, or by the authority of the Salt River Pima-Maricopa Indian Community, the Company shall have the authority to pass those charges through to their customers.

Whether in a lump sum or at a flat rate, or based on receipts or otherwise, the aggregate amount of such payments (less any related deductions authorized or imposed by Federal codes or by the authority of the Salt River Pima-Maricopa Indian Community) shall be billed, insofar as practicable, pro rata to the affected or exchange customer within the applicable political division, or part of either in which the charges, fees, or tax is applicable; provided, however, the forgoing shall not apply to ad valorem taxes.

5. EXCHANGE SERVICES

5.1 EXCHANGE AREA

5.1.1 General

Local Exchange Service is provided by means of a network interface, wire, switching and other facilities, plant and equipment to enable the establishment of telephone communications between the customers' premises in the same or different exchanges at monthly rates as set forth below. The facilities, plant and equipment used to provide Local Exchange Service are also used in the furnishing of access to interexchange long distance telephone services provided either by the Company or other long distance carriers under the rates, terms and conditions established by the respective interexchange long distance carrier rates applicable for such services.

5.1.2 Local Exchange Service Area

The Company's Local Exchange Service Area lies within the geographic boundaries of the Salt River Pima-Maricopa Indian Community Reservation.

5.1.3 Extended Local Service Area

A. The Extended Local Service Area covered by Basic Local Exchange Service rates comprises the following exchanges in the Phoenix Metropolitan Area served by other local exchange telephone companies.

Aqua Fria	Greenway	Superstition
Beardsley	Glendale	Tempe
Black Canyon	Goodyear	Tolleson
Buckeye	Higley	Whitetanks
Cave Creek	Litchfield Park	Wintersburg
Chandler	Mesa	
Circle City	New River	
Deer Valley	Peoria	
Fort McDowell	Phoenix	

B. In the event any other local exchange carrier telephone company takes any action that results in calls to any of the exchanges listed above in Section 5.1.3.A becoming interexchange calls subject to long distance charges, the Company may terminate provision of toll-free service to the exchange or exchanges affected by such action or actions.

5. BASIC LOCAL EXCHANGE SERVICE

5.2 LOCAL EXCHANGE SERVICE

5.2.1 General

- A. The rates and charges as quoted herein for local exchange service entitle the customer to local calls, without toll charges, to all local exchange access lines connected to the Company's central office or offices for its Local Exchange Service Area, or to all exchange access lines served by central offices of the Extended Local Service Area described at Section 5.1.3 of this Tariff.

5.2.2 Application of Business and Residence Rates

- A. Where rates are established on the basis of class of service, separate Business and Residence rates apply. The Business and Residence classes of service are based on the Classification of Service under Section 2.4.6 of this Tariff.
- B. A residence service may not be part of a hunting sequence that contains business lines.
- C. Customers changing from business to residence service will be assigned a different telephone number. Referral of calls to the new residence telephone number assigned will not be provided.
- D. Customers may choose to retain the same telephone number but must continue to pay business rates until the next telephone directory, in which their telephone number does not appear as a business listing.
- E. When it is determined that a customer with residence service should be reclassified as business service under the above provisions, the Company will discontinue the service in the event such customer refuses to permit the service to be classified as business service and pay applicable business rates.

5.2.3 Rates and Charges - See Price List

5.3 TELEPHONE ASSISTANCE PROGRAMS

5.3.1 Link Up Program

- A. Residents of the Salt River Pima-Maricopa Indian Community Reservation are eligible to receive assistance under one of the following economic assistance programs are eligible to receive Link Up assistance.

- Medicaid
- Food stamps
- Supplemental Security Income
- Federal Public Housing Assistance
- Low-Income Home Energy Assistance Program (LIHEAP)

5. BASIC LOCAL EXCHANGE SERVICE

5.3 TELEPHONE ASSISTANCE PROGRAMS (Cont'd)

5.3.1 Link Up Program (Cont'd)

B. The Link Up Program consists of the following:

1. It is a reduction in the customary charge for commencing telecommunications service for a single telecommunications connection at a subscriber's principal place of residence.
2. The reduction shall be 50% of the customary charge or \$30.00, whichever is less.
3. The Link Up Program includes a deferred schedule for payment of the charges assessed for commencing service, for which the subscriber does not pay interest. The reduced Linkup-Up connection charge will be payable in the first billing cycle following connection of service.
4. Charges assessed for commencing service included any charge customarily assessed to connect a subscriber to the network. The charges do not include any permissible security deposit requirement.
5. The Link Up Program allows a subscriber to receive the benefit of the Link Up Program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which the Link Up assistance was provided previously.

5.3.2 Lifeline Program

- A. Residents of the Salt River Pima-Maricopa Indian Community Reservation are eligible to receive assistance under one of the four major economic assistance programs administered by the Department of Human Service including Public Assistance (formerly Aid to Families with Dependent Children), Food Stamps, Energy Assistance or Medicaid may qualify for the Lifeline Program.
- B. The Lifeline Program consists of the following:
1. Lifeline means retail residential local telecommunications service for which qualifying low-income subscribers pay reduced charges.
 2. Lifeline service includes voice grade access to the public switched network, local usage, dual tone multi-frequency signaling (Touch Tone) or its functional equivalent, single-party service, access to emergency services, access to operator services, access to interexchange service, access to directory assistance, primary published directory listing, and toll limitation (toll blocking).

5. BASIC LOCAL EXCHANGE SERVICE

5.3 TELEPHONE ASSISTANCE PROGRAMS (Cont'd)

5.3.2 Lifeline Program (Cont'd)

3. Toll limitation shall be offered at no charge to a qualifying low-income subscriber when that subscriber subscribes to Lifeline assistance.
4. A service deposit shall not be collected in order to initiate Lifeline service if the qualifying low-income subscriber voluntarily elects toll blocking.

5.3.3 Rates and Charges – See Price List

5.3.4 Expanded Link Up Program for Eligible Residents of Tribal Lands

- A. Residents of the Salt River Pima-Maricopa Indian Community Reservation who are eligible to receive Enhanced Lifeline for residents of Tribal lands under Section 5.3.5.A.1 of this Tariff following and make the certification required for Enhanced Lifeline under Section 5.3.5.A.3 of this Tariff following are also eligible to receive Expanded Link Up.
 1. Expanded Link Up provides eligible residents of Tribal lands with an additional benefit of up to \$70.00 in addition to regular Link Up. The additional benefit will apply towards 100% of the charges assessed for commencing service at a subscriber's principal place of residence between \$60.00 and \$130.00. Expanded Link Up does not apply to connection charges that are less than \$60.00.
 2. For purposes of Expanded Link Up, charges assessed for commencing services are those defined for regular Link Up at Section 5.3.1.B.4 preceding with the addition of any applicable line construction charges under Section 4 of this Tariff.
- B. Expanded Link Up Credit Amounts-No Line Construction Charges

The Company's connection charges, are below \$60.00 when line construction is not required, thus the additional Link Up support amounts is \$0.00 under Federal Communication Commission rules.
- C. Expanded Link Up Credit Amounts-With Line Construction Charges

Eligible residents of Tribal lands who are required to pay Line Extension construction charges pursuant to Section 4.2 of this Tariff will receive Expanded Link Up equal to \$70.00, in addition to the regular Link Up under Section 5.3.2.B preceding. Expanded Link Up shall equal 100% of the portion of combined connection/line construction applicable to the subscriber that exceed \$60.00 and do not exceed \$130.00.

5. BASIC LOCAL EXCHANGE SERVICE

5.3 TELEPHONE ASSISTANCE PROGRAMS (Cont'd)

5.3.5 Enhanced Lifeline for Eligible Residents of Tribal Lands (“Tribal Lifeline”)

A. Qualification for Enhanced Lifeline

1. Residents of the Salt River Pima-Maricopa Indian Community Reservation (Tribal lands) who are eligible to receive one of the following assistance programs are eligible to receive Enhanced Lifeline for eligible residents of Tribal Lands (also called “Tribal Lifeline”).
 - National School Lunch Program's free lunch program
 - Federal public housing assistance
 - Food Stamps
 - Low-Income Home Energy Assistance Program (LIHEAP)
 - Medicaid
 - Supplemental Security Income (SSI)
 - Tribally Administered Temporary Assistance for Needy Families (TANF)
 - Head Start (only those meeting its income qualifying standard)
2. A resident of Tribal lands may be eligible if his/her household income is at or below 135% of the federal poverty guidelines.
3. A resident of Tribal lands is a consumer living on a reservation as defined by Section 20.1(v) of the Bureau of Indian Affairs regulations (25 C.F.R. § 20.1(v)).
4. In order to receive Enhanced Lifeline for residents of Tribal lands, a consumer must complete and sign a certification form provided by the Company.
5. Enhanced Lifeline benefits apply to the primary flat local residential access charges, including applying to optional extended area of service charges and touch-tone charges.

B. Enhanced Lifeline Credit

1. Enhanced Lifeline for eligible residents of Tribal lands provides additional Lifeline support above the Lifeline received under the regular Lifeline program described in Section 5.3.2 preceding, of up to \$25.00 per month. The amount of Enhanced Lifeline shall equal the tariffed monthly charges for basic local residential service less the Interstate Lifeline Credit or Intrastate Lifeline Credit received pursuant to the regular Lifeline program provided that the combined regular Lifeline and Enhanced Lifeline credits do not bring the basic local residential rate for a single residential line below \$1.00 per month and the total Enhanced Lifeline credit does not exceed \$25.00 per month.
2. In the event a consumer qualifies for Enhanced Lifeline but does not qualify for regular Lifeline under the regular Lifeline Program, the consumer shall also receive, in addition to Enhanced Lifeline, a Lifeline Credit equal to the amount of the federal end user charge, plus an additional \$1.75 regular Lifeline credit for basic local service.

6. MISCELLANEOUS SERVICES

6.1 DIRECTORY LISTINGS

6.1.1 General

These regulations apply only to the alphabetical section of the directory containing the regular alphabetical list of customers, and do not apply to listings or advertising appearing in the classified section.

1. The alphabetical list of names of customers is designed solely for the purpose of informing parties of the telephone numbers of customers and those entitled to use the customer's service, and does not contemplate a special arrangement of names.
2. The Company has the right to limit the length of any listing in the directory to one line by the use of abbreviations, if the clarity of the listing or the identification of the customer is not impaired.
3. A listing may be omitted from the directory upon request of a customer in writing under the conditions specified in Non-published Service and Non-listed Service.
4. The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the subscribers to the day the succeeding directory is first distributed to subscribers.
5. Whenever any question arises as to the right of a customer to list the name of a business which they claim they are authorized to represent or to use a listing which includes the trade name of another, the Company may require the customer to provide written authorization to use such name, from the owner of such name, addressed to the Company for the acceptance, insertion or continuance of such listings. The Company may refuse to accept or to delete such listings where such written authority is not furnished or such authority is withdrawn by the owner, in writing, to the Company.
6. The Company will correct directory errors or omissions at no charge to the customer in cases where the Company is responsible for the directory error or the omission.

6. MISCELLANEOUS SERVICES

6.1 DIRECTORY LISTINGS (Cont'd)

6.1.2 Primary Listings

1. One listing, termed the primary listing, is provided without charge for each separate customer service. When two or more access lines or trunks are consecutively assigned, the first number of the group is considered the primary listing. Where two or more access lines or trunks are not consecutively assigned, a primary listing may be made for each line.
2. No name, whether actual or assumed, or phrase will be listed when in the opinion of the Company the name or phrase is requested for advertising purposes or to gain special position or prominence in the directory. No name or phrase will be listed which, in the opinion of the Company, is likely to mislead or deceive the public, or is determined to be inappropriate.
3. The primary listing must be the actual name of the customer to whom service is rendered or:
 - a. In the case of residence service, the names of a member of the customer's family or household. Also, a dual name primary listing may be provided for two persons who share the same surname and reside at the same address or for a person known by two first names. This listing is comprised of a surname, two first names, address, and telephone number.
 - b. When providing a primary listing for two individuals and an extra line is required for that primary listing, extra line charges will apply.
 - c. In the case of business service, the name of the business or of a member, officer, employee, or representative thereof, or the name of another business which the customer owns, controls, or represents.

6.1.3 Regular Extra Listings

1. At the customer's option, extra listings may be obtained when a directory is published. If the extra listings are requested between issues of directories, the listings appear on information records only. The monthly charges for extra listings begin at the time the listings are posted on information records.

6. MISCELLANEOUS SERVICES

6.1 DIRECTORY LISTINGS (Cont'd)

6.1.3 Regular Extra Listings (Cont'd)

2. Business extra listings may be the names of partners or members of a partnership or firm, the names of officers of the corporation, or the names of business associates or employees of a business establishment. Business extra listings may be the bona fide names of individuals, firms, or corporations that the customer owns or controls or is duly authorized to represent. Listings that are designed primarily to give publicity to a commodity or service are not accepted.
3. Residence extra listings may be the names of members of the customer's family or of other persons residing in the customer's household as part of the family unit.

6.1.4 Special Extra Listings

1. Dual Listings - Dual listings, including listings of nicknames, abbreviated names, names that are commonly spelled in more than one way, and rearrangements of names are permitted when the Company considers the listing necessary for the proper identification of the customer. Dual listings intended to secure a preferential position in the directory or for advertising purposes are not permitted.
2. Alternate Listings - The listing of an alternate telephone number to be called in case no answer is received is permitted for customers in all classes of service. The consent of the customer in whose name the alternate number and service are provided to is required prior to providing the alternate listing.
3. Cross-Reference Listings - Cross-reference listings are permitted when their use will facilitate in the handling of telephone calls.
4. Extra Lines of Information - The listing of additional lines of information like office hours which are not required by the Company to efficiently handle telephone traffic are not included in the regular charges for the service. A phrase directing the method of calling when a PBX operator is not on duty may be listed in the directory at an extra charge. Extra listing rates apply to the listing of office hours or other information desired by the customer in connection with its listing. This rate applies to each additional line of information.

6. MISCELLANEOUS SERVICES

6.1 DIRECTORY LISTINGS (Cont'd)

6.1.5 Foreign Exchange Listings

Foreign exchange listings are listings which appear in a directory other than the directory for which local service is furnished. The minimum contract period for which charges will apply will be for the duration of the directory and are payable in advance. Foreign listings will be discontinued and a refund made based on the months remaining for the duration of the directory after main service has been disconnected.

6.1.6 Non-listed Service

A listing is “non-listed” when the number does not appear in the directory, but may be obtained from the Directory Assistance Operator. This arrangement is provided only under the terms of a special agreement whereby the customer agrees to save the Company harmless from any damages that might result because of the non-listed service and to absolve the Company from any responsibility for the failure of the customer to receive telephone calls because of the non-listed service.

6.1.7 Non-published Service

1. A listing is non-published when a customer requests that no listing be placed in the Company’s directories and information records available to the general public. This arrangement is provided only under the terms of a special agreement whereby the customer agrees to hold the Company harmless from any damages which might result because of the non-published listing and to absolve the Company from any responsibility for the failure of the customer to receive telephone calls because of the non-published listing.
2. The Company is not liable for damages arising from publishing the telephone number of a non-published service in the telephone directory, refusing to disclose a non-published telephone number upon request or disclosing the telephone number of any person. If such numbers should be published in the telephone directory, the Company’s liability is limited to a refund of the monthly charges applicable for non-published service. If this occurs, the Company shall offer the customer a new non-published number and shall waive the nonrecurring service charge that would otherwise apply.
3. A customer residing in an E911 Service district forfeits the privacy afforded by non-published and/or non-listed telephone service to the extent that the customer’s name, telephone number, and address associated with the customer’s service location are furnished to the E911 service administrator, E911 public safety answering point (PSAP) or E911 service database.

6. MISCELLANEOUS SERVICES

6.1 DIRECTORY LISTINGS (Cont'd)

6.1.7 Non-published Service

4. When a call is placed from a telephone number associated with a non-published listing, the name and number may be disclosed if the called party has equipment to display the calling name and number. Caller ID per call and Caller ID per line blocking will prevent the display of the calling name and number, and is available in areas where Caller ID disclosure is possible. Descriptions and rates for Caller ID per call and Caller ID per line blocking are included in the Price List associated with this Tariff.

6.1.8 Rates and Charges – See Price List

6.2 ADVANCED CALLING FEATURES

6.2.1 General

Optional Calling Features are telephone service arrangements that may be provided only from central offices equipped to provide one or more of the features described in this Tariff. Optional Calling Features can be provided in connection with individual line residence and business service. PBX trunk and rotary line groups must have all lines in the group equipped.

6.2.2 Feature Descriptions

1. Anonymous Call Rejection (ACR) - Allows customers to automatically reject all calls that have been “blocked,” and therefore marked anonymous by the calling party. When Anonymous Call Rejection is active, the called party receives no alerting (ringing) for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.
2. Call Forward–Remote Activation (Programmable) - Remote Activation of Call Forwarding is an optional feature which provides customers at a remote location the ability to activate or deactivate any of the Call Forwarding features by using a Personal Identification Number (PIN).
3. Call Forwarding Variable - Call Forwarding enables a station user to divert all incoming calls to another directory number. Call Forwarding is activated by first dialing a code, then the telephone number that calls are to be transferred to. Activation, deactivation and the forward-to destination are controlled by the station user. While in the active state, a reminder tone is generated to the line with the Call Forwarding Service as each call is transferred. Calls may be transferred to a location outside of the Company’s local calling area so long as the transferred to number does not exceed 16 digits in length.

6. MISCELLANEOUS SERVICES

6.2 ADVANCED CALLING FEATURES (Cont'd)

6.2.2 Feature Descriptions (Cont'd)

4. Caller ID - Caller ID Service permits a customer to manage incoming and outgoing calls to their residence or business local exchange access line more effectively. For incoming calls, Caller ID Service functions only when the central office that serves the originating call as well as the customer's serving central office are both equipped for the service. For outgoing calls, Caller ID Service functions only when the customer's serving central office as well as the central office that serves the called number are both equipped for the services. Caller ID Services are only offered where technical facilities are available.
5. Caller ID Name and Number - Enables a subscriber to identify the calling party by a displayed name and number before the call is answered. The displayed name is the name associated with the Calling Party Number. When a Caller ID equipped line is on-hook, the Calling Party Number (CPN) and Calling Party Name (CNAM) are transmitted across the line during the silent interval between the first and second ring. Caller ID subscribers must provide and connect their own compatible customer premises equipment (CPE) to process the Caller ID transmission.
6. Caller ID – Per Call Blocking - Any calling party may prevent the delivery of their CPN to the called party by dialing an access code immediately prior to placing a call. The access code activates per-call blocking. Per-call blocking is available at no charge. If a calling party activates per call blocking, the CPN will not be transmitted across the line. Instead, Caller ID subscribers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID subscriber that the calling party chose to block number delivery. Caller ID – Per Call Blocking will not be provided on calls originating from pay telephones.
7. Caller ID – Per Line Blocking - Per-line blocking will be offered to a particular customer upon the customer's request. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. After the first time, customer requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking. Customers who request per-line blocking also have the ability to unblock their line on a per-call basis by dialing an access code (*82 or 1182) immediately prior to placing the call. The access code deactivates per-line blocking and delivers the CPN and calling party name for that call. Per-line blocking is automatically reactivated when the customer terminates the call. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request. Caller ID – Per Line Blocking will not be provided on calls originating from pay telephones.

6. MISCELLANEOUS SERVICES

6.2 ADVANCED CALLING FEATURES (Cont'd)

6.2.2 Feature Descriptions (Cont'd)

8. Call Waiting - By means of a tone signal, a customer who is using his telephone is alerted when another caller is trying to reach that telephone number. This service permits putting the first call on hold so that a second call can be answered. When a service is programmed for both Conference Calling and Call Waiting or Call Forwarding and Call Waiting, only one of the two may be activated at any one time.
9. Call Waiting ID - Call Waiting ID, also called Spontaneous Call Waiting Identification, when added to an access line that also has Call Waiting and Caller ID, allows the customer to view the name and/or directory number of a waiting call. The display appears between the first and second tones alerting the customer that another call is coming in. The charge for Call Waiting ID is in addition to the charges for Call Waiting and Caller ID.
10. Cancel Call Waiting - Permits a customer to disable the Call Waiting feature for the duration of one call. The feature is activated by dialing a special code prior to placing a call or during an established call. It is automatically deactivated when the customer disconnects from the call. When Cancel Call Waiting is activated, anyone calling the number will receive the normal busy treatment.
11. Distinctive Ringing - Allows a customer to program directory numbers with a distinctive tone or ring to alert the customer of an incoming call from those numbers. The customer can modify the list by activating or deactivating numbers.
12. Last Call Return - Allows a customer to dial a code that will cause the feature to automatically re-dial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the called number is busy, the feature will re-dial the called number for a maximum of 30 minutes. A tone alerts the customer when the called line is available. This feature will not return calls to parties who have blocked delivery of their number or whose telephone number has been Call Forwarded to another number.

6. MISCELLANEOUS SERVICES

6.2 ADVANCED CALLING FEATURES (Cont'd)

6.2.2 Feature Descriptions (Cont'd)

13. Selective Call Forwarding - Allows a customer to specify a special list of a maximum of six (6) telephone numbers, either seven (7) or ten (10) digit. Incoming calls placed to the customer from the telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally. The customer is responsible for payment of toll charges incurred for each call between the customer's telephone number and the telephone number to which the call is forwarded outside of the customer's local service area. This feature is activated/deactivated by the customer with an access code. However, if the customer has both Call Forwarding and Preferred Call Forwarding features, only one feature may be activated at a time.
14. Selective Call Rejection - Permits the customer to select a list of up to twelve (12) directory numbers from which calls are to be rejected. Calls from all directory numbers on the list route to a rejection announcement. Selective Call Rejection is activated or deactivated by dialing appropriate codes. Standard call completion will occur if a call originates from a central office that is not equipped for such features.
15. Simultaneous Ring – Permits multiple destinations to ring simultaneously when a call is received at the main number.
16. Three-Way Calling - Enables a customer to add a third party on an existing call without operator assistance, thereby establishing a three-way conversation. The transmission quality may vary depending on the distance and routing necessary and may not necessarily meet normal standards. When a service is programmed for both Three Way Calling and Call Waiting, only one of the two features may be activated at any one time.
17. Voice Mail - an electronic system that uses telephones and a computer to store and then deliver recorded voice messages.

6.2.3 Rates and Charges - See Price List

6. MISCELLANEOUS SERVICES

6.3 DIRECTORY ASSISTANCE

6.3.1 Local Directory Assistance

A. General

1. The Company furnishes Local Directory Assistance Service whereby customers may request assistance in determining directory information for individuals or businesses that are located within the state.
2. A maximum of two (2) telephone numbers may be requested per call to a directory assistance attendant.
3. The Local Directory Assistance rate applies per call whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.
4. In the event a customer obtains directory assistance service through fraudulent means, in addition to any other action authorized by this Tariff, the Company may assess appropriate Directory Assistance

B. Rates and Charges - See Price List

6.3.2 National Directory Assistance

A. General

1. The Company furnishes National Directory Assistance Service whereby customers may request assistance in determining directory information for individuals or businesses that are located outside their LATA. Requests for local or intraLATA listings are billed under the Local Directory Assistance charges as described in the rates and charges section of this tariff.
2. A maximum of two (2) telephone numbers may be requested per call to a directory assistance attendant.
3. The National Directory Assistance rate applies per call whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

6. MISCELLANEOUS SERVICES

6.3 DIRECTORY ASSISTANCE (Cont'd)

6.3.2 National Directory Assistance (Cont'd)

4. In the event a customer obtains directory assistance service through fraudulent means, in addition to any other action authorized by this Tariff, the Company may assess appropriate Directory Assistance charges on the customer's regular telephone account.

B. Rates and Charges – See Price List

6.3.3 Directory Assistance Call Completion

A. General

1. Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance (DA) operator. The call may be completed automatically or by the Directory Assistance operator.
2. The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect.
3. There are no allowances for DACC; however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in the Directory Assistance Service section of this tariff.
4. For intraLATA calls, the rate for DACC and the appropriate long distance message charges will apply to calls placed by customers described above.

B. Rates and Charges – See Price List

6. MISCELLANEOUS SERVICES

6.4 EMERGENCY VERIFICATION AND INTERRUPT

6.4.1 General

1. Verification
 - a. The Company furnishes Verification Service for the purpose of aiding subscribers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a local subscriber line.
 - b. A subscriber-originated request for verification of a local number other than an emergency agency number is a chargeable verification request. No charge applies if the line is out of order.
2. Emergency Interrupt Service
 - a. The Company furnishes Emergency Interrupt Service when a subscriber who has originated a verification request to a line which has been found to be busy informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared.
 - b. A subscriber-originated request for emergency interrupt to a local number other than an emergency agency number is a chargeable Emergency Interrupt Service.
 - c. The customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
3. No charge will apply if the requesting customer identifies that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government agency which is operated by the federal, state or local government, and has the capability and legal authority to provide prompt and direct aid to the public in emergency situations. Such agencies include the local police, state police, fire department, etc.
4. Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.
5. If the number verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the charges for operator assisted local calls as defined in Section 6.3 of this Tariff apply.

6.4.2 Rates and Charges – See Price List

6. MISCELLANEOUS SERVICES

6.5 TOLL RESTRICTION

6.5.1 General

1. Toll Blocking Service is an arrangement that prevents the origination of toll calls from an access line. This arrangement denies all calls starting with the digit “1” and toll calls as follows:
 - a. All calls starting with “1” except “1 + toll free” numbers, will be blocked at the serving central office; and,
 - b. For all calls dialed “0”, “0+”, or “00”, the operator will be signaled not to complete any toll calls that would be charged to the customer’s telephone number.
2. All local calls to telephone numbers such as repair service and public emergency number (e.g., 911) will be permitted from the access line.
3. All local calls to directory assistance will be permitted, except those that require 1+ dialing.
4. This service will not block all extra charges a customer might incur, such as collect calls, third party billed and/or long distance calls placed by dialing digits other than “1” or “0” (e.g., 976, if available).
5. The customer accepts full responsibility for denial of access to the toll network.
6. The customer accepts full responsibility for collect calls and/or long distance calls placed by dialing digits other than “1” or “0”.
7. The customer holds the Company harmless from any and all liabilities and/or damages which may be alleged or incurred by toll blocking, collect calls, and/or long distance calls placed by dialing digits other than “1” or “0”.
8. The Company will take all steps it can to implement the blockage of “0”, “0+” and “00” sent paid toll calls. However, this service requires implementation in the toll center of other local and long distance companies. If any of these toll centers do not recognize toll blocking procedures as outlined herein, charges for operator calls may appear on the customer’s bill. A credit will be issued for any such calls, upon notification by the customer.
9. This service is available only where facilities permit.

6.5.2 Rates and Charges – See Price List

6. MISCELLANEOUS SERVICES

6.6 VACATION SERVICE

6.6.1 General

Vacation Service is the suspension of telephone service for one month or more requested by a customer who has had service for at least one month. Only one period of suspension, not to exceed six months, is permitted in any calendar year.

6.6.2 Rules and Regulations

1. Vacation Service may begin and terminate on any day of the month provided sufficient advance notice is given to the company.
2. Bills are rendered at regular billing dates during the period of suspension. Payment for local service equal to the anticipated suspension period may be made in advance. No allowance shall be made if service is suspended for less than one month.
3. Seasonal customers are required to contract for service on an annual basis and will be billed monthly.

6.6.3 Rates and Charges – See Price List

7. INTEGRATED SERVICES DIGITAL NETWORK

7.1 INTEGRATED SERVICES DIGITAL NETWORK (ISDN-BRI)

7.1.1 General

1. ISDN BRI Services supports simultaneous transmission of voice, data and packet services on the same exchange line. Calling/Called Number Delivery and Call Hold are included with this service. ISDN BRI Service is available where facilities permit.
2. ISDN BRI Service provides access to the telephone network via Basic Rate Access. Basic Rate Access consists of one or two 64 (Kbps (B) channels and one 16 Kbps (D) channel at the service delivery point.
3. B channel circuit switched services offer up to 64 Kbps intra-office transmission of voice or data. This option permits the customer to utilize either circuit voice or data transmission paths on a per call selection basis. Transmission on the B channel will be circuit switched at 64 Kbps within the switch and/or equipped facilities between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices will be potentially subjected to analog transmission or sub-rated to 56 Kbps. This option includes one directory number (DN) per B channel.
4. ISDN BRI Service will consist of the following components:
 - Basic Rate Access
 - Two B channels and one D channel for signaling.
 - Minimum of one and maximum of eight User Profiles per Basic Rate Access arrangement.
5. Grouping Service (Hunting) is available for ISDN Individual Service.

7.1.2 Regulations

1. Customer Premises Equipment (CPE) that is compatible with the ISDN Interface is the responsibility of the user for provisioning.
2. The Company will be responsible for publishing and maintaining ISDN Interface Specifications.
3. The Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provision of Basic Rate Access render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system, or otherwise affect its use or performance.

7. INTEGRATED SERVICES DIGITAL NETWORK

7.1 INTEGRATED SERVICES DIGITAL NETWORK (ISDN-BRI) (Cont'd)

7.1.2 Regulations (Cont'd)

4. ISDN BRI Service will be available where central office and outside plant facilities permit.
5. Each ISDN Basic Rate DSL Access Arrangement will be counted as one line in determining the application of Service Charges and End User Line Charges.

7.1.3 Definitions

B Channel

A bidirectional synchronous channel capable of supporting 64 Kbps of digital transmission.

D Channel

A 16 Kbps digital signaling channel also capable of supporting 9.6 Kbps of packet information for the Basic Rate Interface.

64 Kbps Clear Channel Capacity (CCC)

A B channel connection that provides end-to-end digital connection in which all 64 Kbps of bandwidth are available for customer use.

7.1.4 Rates and Charges – See Price List

7. INTEGRATED SERVICES DIGITAL NETWORK

7.2 INTEGRATED SERVICES DIGITAL NETWORK (ISDN-PRI)

7.2.1 General

1. ISDN-PRI is a group of offerings supported by the ISDN architecture.
2. ISDN-PRI provides a method of access to the telephone network called Primary Rate Access. Primary Rate Access is an ISDN based, DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The service provides connectivity between an ISDN PBX or other ISDN compatible CPE and a serving central office. The basic channel structure for Primary Rate Access is twenty-three (23) 64 Kbps B channels and one (1) 64 Kbps D channel. Options are available for plus or minus 23 B channels. These channels may be used to connect the customer's CPE to the Public Circuit Switched Network (i.e. outward, inward, two-way trunks, and WATS/800 Service access lines).
3. ISDN-PRI is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.
4. ISDN-PRI is provided within Company local exchange service area from central offices where appropriate ISDN facilities are available.

7.2.2 Regulations

1. ISDN Service is furnished only from central offices that have been equipped to provide this capability and is subject to central office switching capacity, availability of features, and outside plant facilities.
2. The Company shall not be responsible if changes in any of its equipment, operations, or procedures utilized in the provision of PRI, render any facilities provided by the customer obsolete, requiring modification or alteration of such equipment or system, or otherwise affect its use or performance.
3. The customer will be responsible for providing compatible Customer Premise Equipment (CPE) with the ISDN-PRI Interface.
4. Digital transmission rates at speeds less than those indicated may occur as a function of the particular CPE furnished by the user.
5. Temporary suspension of service is not available with ISDN-PRI.
6. Minimum subscription period is month-to-month.
7. Verification and Emergency Interrupt service is not available for ISDN-PRI.

7. INTEGRATED SERVICES DIGITAL NETWORK

7.2 INTEGRATED SERVICES DIGITAL NETWORK (ISDN-PRI) (Cont'd)

7.2.3 Definitions

1. B Channel - A bi-directional synchronous channel capable of supporting 64 Kbps of digital transmission.
2. D Channel - A 64 Kbps digital signaling only channel for call establishment when used with Primary Rate Access.
3. 64 Kbps Clear Channel Capability (CCC) - A B channel connection that provides end-to-end digital connection in which all 64 Kbps of bandwidth are available for customer use.
4. PRI Link - A PRI Link is comprised of a Primary Rate Access Line and a Primary Rate Interface.

7.2.4 Rates and Charges – See Price List

7. INTEGRATED SERVICES DIGITAL NETWORK

7.3 DIRECT INWARD DIALING (DID) SERVICE

7.3.1 General

1. Direct Inward Dialing (DID) Service consists of the central office switching equipment necessary to provide direct inward dialing from the local exchange and long distance telecommunications network to stations and attendant positions associated with customer premises switching systems.
2. The provision of DID Service is subject to the availability of Company facilities and telephone numbers and the utilization of appropriate customer premises equipment.
3. DID Service must be provided on all lines in a trunk or access line group arranged for inward service. The service does not contemplate the routing of calls to selected numbers within the direct inward dialing number group over a separate trunk or access line group.
4. The operational characteristics of interface signals between Company-provided connecting arrangements and customer-provided switching equipment must conform to Company specifications.
5. The Company shall not be responsible to the customer or authorized user if changes in protection criteria or in any of the facilities, operations or procedures of the Company render any customer-provided facilities obsolete, require modification of or otherwise affect the use or performance of such facilities.
6. The Company will provide directory listings in accordance with the regulations for Directory Listings in this Tariff. DID numbers furnished under these provisions are not entitled to free directory listings.
7. Customer-premises switching systems must be able to intercept unused numbers transmitted to the switching equipment
8. The rates and charges for this service contemplate the use of standard Company equipment and serving arrangements.
9. DID numbers are normally provided in blocks of 20 consecutive numbers. However, the blocks may be provided on a nonconsecutive basis if this is within the normal limitations of the serving office. The Company retains its rights to the telephone numbers used in DID Service as provided in Section 7 of this Tariff.

7.3.2 Rates and Charges - See Price List

8. PRIVATE LINE

8.1 INTRAEXCHANGE PRIVATE LINE SERVICE

8.1.1 General

1. Private line service is that of furnishing, for the communication purposes of the Customer and authorized users, channels and facilities between specified locations for a continuous period or for regularly recurring periods at stated hours; it is furnished subject to the availability of such facilities and the requirements of the Company's message telecommunications service.
2. Private line service may not be connected to the telecommunications network for local exchange service or long distance message service.
3. Services provided under this tariff are intended for use by intraexchange private line customers in obtaining end-to-end private line services. An interexchange carrier cannot obtain services from this tariff to furnish a segment of their authorized service offerings. Interexchange carriers may obtain private line facilities from the Interstate Access Service Tariff of the Company.
4. Engineering - The Company will engineer circuits to meet its transmission parameters (e.g., data transmission rate) or equipment specifications. At the Customer's request, the Company will also make available certain technical information (e.g. interface specifications)
5. Installation - A circuit will be installed subject to the availability of installation personnel, channels and equipment. Installations will usually be made during normal working hours. If the Customer requests that an installation be made at times which require overtime payment to installation personnel, additional charges will apply.

8.1.2 Rates and Charges – See Price List

9. BUNDLED SERVICES

9.1 BUNDLED SERVICES

9.1.1 General

This section contains service bundles consisting of regulated local exchange services combined with other communication services that are regulated under other tariffs of the Company and/or services which are not regulated. Examples of the other communication services that may be included in a bundle with regulated local services are: toll services, voice mail, and Internet. Where other communication services not regulated under this local exchange service tariff are listed in the bundles they will be marked with an asterisk “*”.

Non-regulated services may be included in bundled services. Non-regulated items are:

- Not regulated by any tariff.
- Priced separately outside of this tariff
- Are included in this tariff only for informational purposes as part of the terms and conditions for the package.

RATES AND CHARGES

3.4 CUSTOMER PREMISES VISIT CHARGE

3.4.3 Rates and Charges

Customer Premises Visit Charge (Trip Charge) is:

	BUSINESS	RESIDENCE
Trip Charge Includes First Half Hour	\$85.00	\$85.00
Each Additional Half Hour After First Half Hour	\$60.00	\$60.00

3.5 MISCELLANEOUS SERVICE CHARGES

3.5.1 Jack Installation

Jack Installation charge is:

	BUSINESS	RESIDENCE
First Jack	\$110.00	\$85.00
Each Additional Jack	\$50.00	\$50.00

3.5.2 Returned Check Charge

The Service Charge per occurrence is \$25.00 plus any other charges assessed to the Company by the financial institution will be applied to each check returned due to insufficient funds.

3.5.3 Restoration of Service Charge

The business and residential rate for restoration of service is:

	BUSINESS	RESIDENCE
Restoration of Service (Per Line)	\$25.00	\$25.00

3.5.4 Primary Interexchange Carrier (PIC) Change Charge

PIC Change Charges apply as follows:

A PIC Change Charge of \$5.00 will apply to each customer's request for a change in their interLATA or intraLATA primary interexchange carrier. If the customer requests a change in both their interLATA and intraLATA primary interexchange carrier on the same order, two PIC Service Order Charges will apply.

RATES AND CHARGES

5.2 LOCAL EXCHANGE SERVICE

5.2.3 Flat Rate Service Base Rates

Class and Grade of Service	Nonrecurring Charge	Monthly Rate
Residence-Individual Line, each	\$35.00	\$13.18
Residence-Additional Individual Line, each	\$35.00	\$13.18
Business-Individual Line, each	\$90.00*	\$29.95*
Business -Additional Individual Line, each	\$90.00*	\$29.95*

* Business lines may be provided by the Company at different rates subject to term and/or volume commitments by the Customer.

5.3 TELEPHONE ASSISTANCE PROGRAMS

5.3.1 Link Up Program

The reduction in customary charges for commencing telecommunications service shall be 50% or \$30.00, whichever is less.

5.3.3 Lifeline Program

<u>Lifeline Credit for Interstate Subscriber Line Charge</u>	Credit
Federal End User Common Line Charge (Subscriber Line Charge) Waiver – Tier One Lifeline(1)	\$6.00
<u>Lifeline Credits for Local Exchange Service:</u>	
Interstate Lifeline Credit –Tier Two Lifeline	\$1.75

(1) The Company bills the Federal Subscriber Line Charge (Subscriber Line Charge) pursuant to National Exchange Carrier Association (NECA) Tariff F.C.C. No. 5, for which the Company is an issuing carrier. The Federal End User Common Line Charge (Subscriber Line Charge) Waiver amount will be adjusted prospectively for any changes in the End User Common Line-Residence rate in National Exchange Carrier Association (NECA) Tariff F.C.C. No. 5.

RATES AND CHARGES

6.1 DIRECTORY LISTINGS

6.1.8 Rates and Charges

Monthly Rate

	<u>Residence</u>	<u>Business</u>
Primary Listing (one listing)	No Charge	No Charge
Regular Extra Listing	\$4.75	\$4.75
Extra Lines of Information, per line	\$4.75	\$4.75
Cross-reference or Dual Listing	\$4.75	\$4.75

6.2 ADVANCED CALLING FEATURES

6.2.3 Rates and Charges

Monthly Rate

	<u>Residence</u>	<u>Business</u>
Anonymous Call Rejection	NC	NC
Call Forward - Remote Activation	\$1.00	\$3.00
Call Forward - Variable	\$2.75	\$3.75
Caller ID	\$3.00	\$3.00
Caller ID Name and Number	NC	NC
Caller ID Per Call Blocking	NC	NC
Caller ID Per Line Blocking	NC	NC
Call Waiting/Cancel Call Waiting	\$3.00	\$3.00
Distinctive Ringing	\$3.00	\$3.00
Last Call Return	\$3.00	\$3.00
Selective Call Forwarding	\$2.50	\$3.00
Selective Call Rejection	\$4.50	\$4.50
Simultaneous Ringing	\$5.00	\$5.00
Three-Way Calling	\$2.75	\$2.75
Voice Mail	\$5.00	\$6.50

RATES AND CHARGES

6.3 DIRECTORY ASSISTANCE

6.3.1 Local Directory Assistance

1. For customer direct dialed calls to the directory assistance a charge of \$1.50 per call is applicable.
2. Where the customer places a call to the directory assistance attendant via an operator, or has directory assistance charges billed to a telephone calling card or to a telephone number other than the originating number, an additional charge of \$0.85 applies for each call (maximum of two requests per call).

6.3.3 Directory Assistance Call Completion

The rates and charges set forth below for DACC are in addition to the Directory Assistance rate, as well as the Long Distance Message Telecommunications Service usage rates, or local message rates, if applicable.

Per Request

Directory Assistance Call Completion,
each call completed

No Charge

6.6 TOLL RESTRICTION

6.6.2 Rates and Charges

Monthly Rate

Toll Blocking Service

No Charge

6.7 VACATION SERVICE

6.7.3 Rates and Charges

The charge for Vacation Service is equal to 50 percent of the applicable residence local exchange access line rate, including the applicable rate for directory listings, starting on the date on which service is suspended.

RATES AND CHARGES

7.1 INTEGRATED SERVICES DIGITAL NETWORK (ISDN-BRI)

7.1.4 Rates and Charges

A. ISDN-BRI

<u>Installation Charge</u>	<u>Monthly Charge</u>
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Each Access Line – 2B+D

\$200.00

\$95.00

7.2 INTEGRATED SERVICES DIGITAL NETWORK (ISDN-PRI)

7.2.4 Rates and Charges

A. ISDN-PRI

<u>Installation Charge</u>	<u>Monthly Charge</u>
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Each Access Line – 23B+D

\$600.00

\$620.00

7.3 DIRECT INWARD DIALING (DID) SERVICE

7.3.2 Rates and Charges

<u>Monthly Rate</u>	<u>Service Charge</u>
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DID Numbers, per number

\$0.20

NA

RATES AND CHARGES

8.1 INTRAEXCHANGE PRIVATE LINE SERVICE

8.1.2 Rates and Charges

1. Saddleback Private Line Services

	<u>Monthly Rate</u>	<u>Installation</u>
DS0 Private Line	\$ 131.00	\$ 300.00
T-1 Private Line (On-Net)*	\$ 350.00	\$ 600.00
T-1 Private Line (Half Circuit Off-Net)**	\$ 250.00	\$ 300.00
DS-3 Private Line (Half Circuit Off-Net)**	\$1,750.00	\$ 900.00
OC-3 Private Line (Half Circuit Off-Net)**	\$2,517.00	\$ 720.00
OC-3 Multiplexing	\$ 825.00	\$3,000.00

* Both service ends of the private line circuit terminate in the Saddleback service area "On-Net".
 ** One service end of the private line circuit terminates in the Saddleback service area. The other service end terminates outside the Saddleback service area "Off-Net"

2. Saddleback Ethernet Transport Service, On-Net

	<u>Monthly Rate</u>	<u>Installation</u>
5 Mbps Ethernet Transport (per end)	\$ 759.00	\$ 600.00
10 Mbps Ethernet Transport (per end)	\$ 798.00	\$ 600.00
Additional 10 Mbps Ethernet Transport (per end on existing port)	\$ 72.00	\$ 110.00
100 Mbps Ethernet Transport (per end)	\$1,332.00	\$1,000.00
Additional 100 Mbps Transport (per end on existing port)	\$ 565.00	\$ 250.00
1000 Mbps Ethernet Transport, GigE (per end)	\$6,137.00	\$1,200.00

3. Saddleback Ethernet Transport Service, Off-Net

	<u>Monthly Rate</u>	<u>Installation</u>
5 Mbps Ethernet Transport	\$ 835.00	\$ 600.00
10 Mbps Ethernet Transport	\$ 855.00	\$ 600.00
Additional 10 Mbps Ethernet Transport (on existing port)	\$ 75.00	\$ 110.00
100 Mbps Ethernet Transport	\$1,425.00	\$1,000.00
Additional 100 Mbps Ethernet Transport (on existing port)	\$ 615.00	\$ 250.00
1000 Mbps Ethernet Transport, GigE (per end)	\$6,460.00	\$1,200.00

RATES AND CHARGES

9.1 Bundled Service – Residential

	Monthly Rate	Installation
1. Phone Essentials Phone Essentials Includes: One (1) Basic Local Exchange Phone Service Line (Inside Wiring) Support* Up to 60 Minutes of Interstate/Intrastate Long Distance* Voice Mail* Choice of three (3) Advanced Calling Features	\$29.95	\$35.00
2. Phone Essentials 2-Line Phone Essentials Includes: Two (2) Basic Local Exchange Phone Service Line (Inside Wiring) Support* Up to 60 Minutes of Interstate/Intrastate Long Distance* Voice Mail* Choice of three (3) Advanced Calling Features	\$36.95	\$35.00
3. Preferred Choice Preferred Choice Includes: One (1) Basic Local Exchange Phone Service Line (Inside Wiring) Support* Up to 90 Minutes of Interstate/Intrastate Long Distance* Voice Mail* Choice of up to ten (10) Advanced Calling Features	\$34.95	\$35.00
4. Preferred Choice 2-Line Preferred Choice Includes: Two (2) Basic Local Exchange Phone Service Line (Inside Wiring) Support* Up to 90 Minutes of Interstate/Intrastate Long Distance* Voice Mail* Choice of up to ten (10) Advanced Calling Features	\$42.95	\$35.00
5. Simply Connected With 6 Mbps DSL Simply Connected Includes: One (1) Basic Local Exchange Phone Service 6 Mbps DSL Internet Access* Line (Inside Wiring) Support* Up to 60 Minutes of Interstate/Intrastate Long Distance* Voice Mail* Choice of three (3) Advanced Calling Features	\$52.75	\$70.00

RATES AND CHARGES

9.1 Bundled Service – Residential

	Monthly Rate	Installation
6. Simply Connected With 15 Mbps DSL Simply Connected Includes: One (1) Basic Local Exchange Phone Service 15 Mbps DSL Internet Access* Line (Inside Wiring) Support* Up to 60 Minutes of Interstate/Intrastate Long Distance* Voice Mail* Choice of three (3) Advanced Calling Features	\$57.75	\$70.00
7. Preferred Choice With 6 Mbps DSL Preferred Choice Includes: One (1) Basic Local Exchange Phone Service 6 Mbps DSL Internet Access* Line (Inside Wiring) Support* Up to 90 Minutes of Interstate/Intrastate Long Distance* Voice Mail* Choice of up to ten (10) Advanced Calling Features	\$67.75	\$70.00
8. Preferred Choice 2 Line With 6 Mbps DSL Preferred Choice Includes: Two (2) Basic Local Exchange Phone Service 6 Mbps DSL Internet Access* Line (Inside Wiring) Support* Up to 90 Minutes of Interstate/Intrastate Long Distance* Voice Mail* Choice of up to ten (10) Advanced Calling Features	\$72.95	\$70.00
9. Preferred Choice With 15 Mbps DSL Preferred Choice Includes: One (1) Basic Local Exchange Phone Service 15 Mbps DSL Internet Access* Line (Inside Wiring) Support* Up to 90 Minutes of Interstate/Intrastate Long Distance* Voice Mail* Choice of up to ten (10) Advanced Calling Features	\$72.75	\$70.00
10. Preferred Choice 2 Line With 15 Mbps DSL Preferred Choice Includes: One (1) Basic Local Exchange Phone Service 15 Mbps DSL Internet Access* Line (Inside Wiring) Support* Up to 90 Minutes of Interstate/Intrastate Long Distance* Voice Mail* Choice of up to ten (10) Advanced Calling Features	\$77.95	\$70.00