Original Title Page 1

#### LOCAL EXCHANGE SERVICES

# SPRINT COMMUNICATIONS COMPANY L.P. (SPRINT)

This Intrastate Schedule contains the regulations applicable for the furnishing of Local Exchange telecommunications services provided by Sprint Communications Company, L.P. ("Sprint") within the following States. For applicable rates, please contact the Company at 877-877-8748.

Washington

This Intrastate Schedule does not apply in states where the Company has Tariffs or Price Lists filed with the State Public Utilities Commission.

Original Title Page 2

#### LOCAL EXCHANGE SERVICES

# APPLICATION OF SCHEDULE

This Intrastate Schedule sets forth the service offerings and terms and conditions applicable to the furnishing of intrastate end user local exchange communications services by Sprint Communications Company L.P. (Sprint), hereinafter referred to as the Company, to Customers within a given state. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

#### LOCAL EXCHANGE SERVICES

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# Trademarks and Service Marks Used in this Schedule

Below is a list of trademarks which may be used in this Schedule. These designations will not be listed hereafter in the Schedule. However, the laws regarding trademarks and service marks will still apply. Trademarks that are owned by Sprint cannot be used by another party without authorization.

# LOCAL EXCHANGE SERVICES

# TABLE OF CONTENTS

			<u>Page</u>
Ap	plicati	Title Page 2	
Tra	dema	1	
Tal	ole of	2	
Sul	oject I	4	
1.	Defin	nitions	5
2.	Gene	ral Regulations	15
	2.1	Undertaking of the Company	15
	2.2	Limitation of Company's Liability	22
	2.3	Prohibited Uses	28
	2.4	Obligations of the Customer	25
	2.5	Application for Service	32
	2.6	Contracts	34
	2.7	Payment Arrangements	35
	2.8	Discontinuance of Service	40
	2.9	Notices	43
	2.10	Taxes, Fees and Surcharges	43
	2.11	Allowances for Interruptions of Service	44
	2.12	Provision of Ownership of Directories	47
	2.13	Provision and Ownership of Telephone Numbers	47
	2.14	Assignment or Transfer	47
	2.15	Provision and Ownership of Equipment and Facilities	48
	2.16	School and Library Discounts	49
3.	Servi	ce Area	52
4.	Rese	rved For Future Use	53

# LOCAL EXCHANGE SERVICES

		TABLE OF CONTENTS (CONTINUED)	
5.	5.1	ness Local Exchange Service Reserved For Future Use Reserved For Future Use Sprint Integrated Local Services	53 54 54 54
6.	6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9	Optional Calling Features Service Connection Charges Operator Services Directory Assistance and Directory Assistance Call Completion Listing Services Toll Restriction Services Caller ID Blocking Presubscribed Interexchange Carrier Change Charge Intercept Services Direct Inward Dial (DID) Numbers 9-1-1 Telecommunications Services	63 63 71 75 76 77 78 80 80 80 81 81
7.	Promotions		82
8.	Rates		83

# LOCAL EXCHANGE SERVICES

# **SUBJECT INDEX**

Subject	<u>Page</u>
9-1-1 Telecommunications Service	81
Allowances for Interruptions of Service	
Application for Service	32
Application of Intrastate Schedule	Title Page 2
Assignments or Transfer	47
Business Local Exchange Service	
Caller ID Blocking	80
Claims	
Contracts	34
Credit	39
Definitions	5
Direct Inward (DID) Numbers	81
Directory Assistance and Directory Assistance Call Completion	76
Discontinuance of Service	40
Disputed Bills	38
Intercept Services	80
Limitation of Company's Liability	22
Listing Services	76
Miscellaneous Services	63
Notices	43
Obligations of the Customer	29
Operator Services	75
Optional Calling Features	63
Payment Arrangements	35
Presubscribed Interexchange Carrier Change Charge	
Prohibited Uses	
Promotional Offerings	
Provision and Ownership of Directories	47
Provision and Ownership of Equipment and Facilities	48
Provision and Ownership of Telephone Numbers	47
Rates	
School and Library Discounts	
Service Area	
Service Connection Charges	72
Sprint Integrated Local Services	54
Taxes, Fees and Surcharges	43
Toll Restriction Services	78
Undertaking of the Company	15

#### LOCAL EXCHANGE SERVICES

# 1. <u>Definitions</u>

Certain terms used generally throughout this Intrastate Schedule for services furnished by the Company are defined below.

#### Access Line

A Telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

#### Agent

A business representative, whose function is to modify, affect, accept performance of, or terminate contractual obligations between the Company, its applicants or Customers.

### **Applicant**

A person who applies for telecommunications service, including persons seeking reconnection of their service after Company-initiated termination.

# **Application**

A request made orally or in writing for telephone service.

# Billing Cycle

The frequency with which customer bills are rendered. Customer bills are typically generated once each month. For purposes of billing, a month is considered to consist of thirty days.

#### LOCAL EXCHANGE SERVICES

# 1. <u>Definitions</u> (Continued)

#### **Building**

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business establishment or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing, and proper protection of inside applicable and wire type facilities. In no case can conduit be considered an enclosed passageway.

#### Central Office

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

#### Class of Service

The categories of service generally available to the Customer.

# Company

Sprint Communications Company L. P., the issuer of this Intrastate Schedule.

### Competitive Local Exchange Carrier (CLEC)

A common carrier that is issued a Certificate of Public Convenience and Necessity to provide local exchange telecommunications service for a geographic area specified by such carrier within the State.

#### Completed Call or Telephonic Communication

A call, or other telephonic communication, originated by a person or mechanical/electrical device from a telephone number to another telephone number, which is answered, by a person or mechanical/electrical device. The numbers may be located any distance apart within the state; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

#### LOCAL EXCHANGE SERVICES

# 1. <u>Definitions</u> (Continued)

#### **Connecting Company**

A corporation, association, partnership or individual owning or operating one or more telephone exchanges and with which communications services are interchanged.

# **Construction Charges**

Separate charges made for the construction of facilities in excess of those contemplated under the rates quoted in this Intrastate Schedule.

# **Continuous Property**

Continuous property is defined as a plot of ground, together with any buildings thereon, occupied by the Customer; which is not separated by public thoroughfares or by property occupied by others.

# Cost

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

#### Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Intrastate Schedule.

#### **Customer Premises**

A location designated by the customer for the purposes of connecting to the Company's services.

#### Customer Provided Equipment

All communications systems, devices, apparatus and their associated wiring, provided by the Customer.

#### LOCAL EXCHANGE SERVICES

# 1. <u>Definitions</u> (Continued)

### **Date of Presentation**

Postmark date on billing or notice envelope.

#### <u>Dedicated</u>

A facility or equipment system or subsystem set aside for the sole use of a specific Customer. This term is generally used to describe higher capacity trunks used in typical commercial applications.

# **Directory Listing**

A publication in the ILECs alphabetical directory of information relative to a Customer's name or other identification and telephone number.

#### **Disconnect Notice**

The written notice sent to a Customer following billing, notifying the Customer that service will be discontinued if charges are not satisfied by the date specified on the notice.

#### End Office

Denotes the LEC switching system office or service wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

#### Equal Access

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

#### LOCAL EXCHANGE SERVICES

# 1. <u>Definitions</u> (Continued)

#### Exchange/Exchange Area

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its surrounding area. It may contain one or more central offices together with the associated plant, equipment and facilities used in furnishing communication service within an exchange area.

### **Holiday**

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.

#### <u>Increment</u>

Units of measurement defined as minutes, messages or other units charged to a Customer for use of service.

#### Incumbent Local Exchange Carrier (ILEC)

ILEC refers to the dominant local exchange carrier(s) in an area also served by the Company.

#### LOCAL EXCHANGE SERVICES

# 1. <u>Definitions</u> (Continued)

#### **Installation Charge**

A nonrecurring charge made at the time of installation of communications service, which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

# Interexchange Carrier (IXC)

See Long Distance Provider.

<u>Interface</u> (also see Point of Demarcation)

The term "Interface" denotes that point on the premises of the Customer at which provision is made for the connection of customer provided facilities to facilities provided by the Company.

# Interface Equipment

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

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

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

#### Local Calling Area

That geographic area throughout which a Customer of local exchange service obtains telephone service without payment of a toll charge. It includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one, or more than one, central office areas.

#### LOCAL EXCHANGE SERVICES

# 1. <u>Definitions</u> (Continued)

#### **Local Exchange Service**

The provision of an access line and usage within a local calling area for the transmission of one-way and/or two-way interactive switched voice communication.

# Long Distance Provider

A long distance telecommunications services provider, also known as IXC or Interexchange Carrier.

# Minimum Service Term

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

# Monthly Recurring Charges

The monthly charges paid by the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

# Network Control Signaling

The transmission signals used in the telecommunications network which perform functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications network.

#### LOCAL EXCHANGE SERVICES

### 1. <u>Definitions</u> (Continued)

#### Nonrecurring Charge

The one-time initial charge for services or facilities, including but not limited to charges for construction, installation or special fees for which the Customer becomes liable at the time the service order is executed.

#### Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non sufficient funds, uncollected funds, account closed, account frozen or no account.

#### Not Available (N/A)

Service or rate is not available.

#### Person

A person, firm, partnership, corporation, association, municipality, organization, government agency, real estate trust, or other legal entity.

#### Point of Demarcation (Also, see Interface)

The point, usually a Network Interface Device (NID), where Company network services, or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

#### Premises (Same)

The term "Same Premises" (except in connection with inside moves) shall be interpreted to mean:

- A. the building or buildings, together with the surrounding land occupied or used in the conduct of one establishment or business, and not intersected by a public thoroughfare or by property occupied by others; or
- B. the portion of the building occupied by the Customer, either in the conduct of his/her business, and not intersected by a public corridor or by space occupied by others; or
- C. the building or portion of a building occupied by the Customer in the conduct of his/her business provided the business bears the same street address; or
- D. the continuous property operated as a single farm not intersected by a public thoroughfare.

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/her business, and not intersected by a public thoroughfare, a corridor or space occupied by others.

#### LOCAL EXCHANGE SERVICES

### 1. <u>Definitions</u> (Continued)

### Registered Equipment

The term "Registered Equipment" as used in this Intrastate Schedule denotes equipment, which complies with and has been approved within the registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

#### Service Area

The area in which the Company is authorized to provide service.

### Serving Central Office

The term "Serving Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

### Service Connection Charge

The nonrecurring charge a Customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

#### Service Order

The request for the Company's services executed by the Customer and the Company in the format devised by the Company. The acceptance by the Company and the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this Intrastate Schedule.

#### Serving Wire Center

A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the Company.

#### LOCAL EXCHANGE SERVICES

### 1. <u>Definitions</u> (Continued)

#### Termination

Permanent disconnection of telecommunications service.

# <u>Termination Charge</u>

A charge applied under certain conditions when a contract for service is terminated by the Customer before the expiration of the minimum contract period.

### **Touch Tone Calling**

Touch Tone Calling provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities. The service is furnished subject to the availability of the central office facilities. All Local Exchange Service lines will be equipped for Touch Tone Calling except for dial-type lines served from a central office where the special features for Touch Tone Calling Service are not available. In order to produce outward dial capability on such non-Touch Tone dial-type lines, a Touch Tone to Dial Pulse Converter is required.

#### User or End User

Any person who uses telecommunications services provided by the Company.

#### Wire Center

Physical structure that houses one or more central office switching systems.

#### Voice Grade Facility

A communications path between two points comprised of any form or configuration of physical plant capable of and typically used in the telecommunications industry for transmission within the frequency bandwidth of approximately 300 to 3000 Hertz.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations

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

# 2.1.1 <u>Scope</u>

- A. The Company undertakes to provide the services offered in this Intrastate Schedule under the terms and conditions and at the rates and charges specified.
- B. Service will be provided where facilities, ordering and billing capabilities, and the resale of necessary underlying network elements are technologically available and operationally and/or economically feasible. The furnishing of service under this Intrastate Schedule is subject to the continuing availability of all necessary facilities.
- C. The Company reserves the right to limit use of facilities, when necessary, due to a shortage of facilities or other cause beyond the Company's control.
- D. The Company's services are available for use twenty-four hours per day, seven days per week.
- E. Sprint and/or its authorized agents will monitor its network and all associated facilities to resolve troubles and ensure the proper operation of its network.

# 2.1.2 <u>Use of Service</u>

- A. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false call or credit cards is prohibited.
- C. The Company does not transmit messages pursuant to this Intrastate Schedule, but its services may be used for that purpose.
- D. The Company's services may be canceled, with notice, for nonpayment of uncontested bill charges or for other violations of this Intrastate Schedule.
- E. The use and restoration of service in emergencies shall be in accordance with the Federal Communications Commission's Rules and Regulations and the Regulations of the Commission which specify the priority system for such activities

#### LOCAL EXCHANGE SERVICES

#### 2. General Regulations (Continued)

# 2.1 <u>Undertaking of the Company</u> (Continued)

# 2.1.3 Shortage of Equipment or Facilities

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

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

- A. Except as otherwise stated in this Intrastate Schedule, service is provided on the basis of a minimum period of thirty days. For the purposes of computing charges a month is considered to have 30 days.
- B. Customers may be required to enter into written agreements which shall contain or reference a specific description of the service(s) ordered, the rate(s) to be charged, the duration of the service(s), and the terms and conditions in this Intrastate Schedule. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in this Intrastate Schedule, at the expiration of the initial term specified in each written agreement or service order, or in any extension thereof, service shall continue on a month-to-month basis, unless terminated by either party upon thirty days' notice. Any termination shall not relieve the Customer of its obligation to pay any charge incurred under the service order and this Intrastate Schedule prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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#### LOCAL EXCHANGE SERVICES

- 2. General Regulations (Continued)
  - 2.1 <u>Undertaking of the Company</u> (Continued)
    - 2.1.4 Terms and Conditions (Continued)
      - D. Service may be terminated immediately if:
        - 1. the Customer is using the service in violation of this Intrastate Schedule; or
        - 2. the Customer is using the service in violation of the law.
      - E. This Intrastate Schedule shall be interpreted and governed by the laws of each respective State without regard for its choice of laws provision.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

# 2.1 <u>Undertaking of the Company</u> (Continued)

#### 2.1.5 Service Connections and Facilities on Customers' Premises

All services provisioned through the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents, vendors or contractors.

The Company does not guarantee availability by any specific date and shall not be liable for any delays in commencing service to any Customer.

The Company shall use reasonable effort to maintain only the services and equipment that it furnishes to the Customer. The Customer or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment used by the Company, except upon the written consent of the Company.

Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer or authorized user provided.

#### LOCAL EXCHANGE SERVICES

#### 2. General Regulations (Continued)

#### 2.1 <u>Undertaking of the Company</u> (Continued)

#### 2.1.6 Provision of Equipment and Customer Facilities

The Company shall not be responsible for the installation, operation, or maintenance of Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this Intrastate Schedule, the responsibility of the Company shall be limited to the furnishing of services offered under this Intrastate Schedule and to the maintenance and operation of such services. Subject to this responsibility, the Company shall not be responsible for:

- A. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- B. The reception of signals by Customer provided equipment.

The Customer or authorized user is responsible for ensuring that Customer provided equipment connected to Company equipment and services is compatible with those of the Company and in compliance with this section. The magnitude and character of the voltages and currents impressed on Company provided services and wiring by the connection, operation, or maintenance of such services and wiring shall be such as not to cause damage to the Company provided services and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Any special interface equipment necessary to achieve compatibility between the services of the Company and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

The Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Intrastate Schedules of the other communications carrier, which are applicable to such connections.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

# 2.1 <u>Undertaking of the Company</u> (Continued)

#### 2.1.6 Provision of Equipment and Customer Facilities (Continued)

A Customer or authorized user may transmit or receive information and signals via the services of the Company. The Company's services are designated primarily for the transmission of voice-grade telephone signals, except as otherwise stated in this Intrastate Schedule. A Customer or authorized user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephone communication except as specifically stated in this Intrastate Schedule.

# A. Station Equipment

Customer provided terminal equipment on the premises of the Customer or authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer or authorized user. Conformance of Customer provided station equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

# B. <u>Inspections</u>

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or authorized user is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment.

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action the Company deems is necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

- 2.1 <u>Undertaking of the Company</u> (Continued)
  - 2.1.6 Provision of Equipment and Customer Facilities (Continued)
    - C. Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services or underlying carrier's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

# 2.2 <u>Limitation of Company's Liability</u>

#### 2.2.1 General

- A. Because the customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this Intrastate Schedule and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this Intrastate Schedule. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- B. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances, if any, for interruption. The credit will be equal to a prorated portion of the monthly recurring The extension of such allowances for charge for all services interrupted. interruption shall be the sole remedy of the Customer or authorized user and the sole liability of the Company. The Company will not be liable for any direct, indirect, special, consequential, exemplary or punitive damages a customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- C. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

#### LOCAL EXCHANGE SERVICES

# 2. <u>General Regulations</u> (Continued)

#### 2.2 <u>Limitation of Company's Liability</u> (Continued)

#### 2.2.1 General (Continued)

- D. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the customer; (2) other telecommunications providers; or (3) customer premises equipment. In addition, the Company does not ensure compatibility between Company and non-Telephone Company services used by the customer.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Intrastate Schedule section as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to the premises of a customer, end-user, or authorized user, resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service dates.
- H. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

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#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

### 2.2 <u>Limitation of Company's Liability</u> (Continued)

#### 2.2.1 General (Continued)

- J. Failure by the Company to assert its rights pursuant to one provision of this Intrastate Schedule does not preclude the Company from asserting its rights under other provisions of this Intrastate Schedule.
- K. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Intrastate Schedule.
- L. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this Intrastate Schedule, including, without limitation, Workmen's Compensation claims, actions for unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Intrastate Schedule; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- M. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this Intrastate Schedule.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

2.2 <u>Limitation of Company's Liability</u> (Continued)

#### 2.2.2 N11 Liability

- A. N11 Services (i.e. 911, 711, etc.), except for 411, are offered solely as an aid in handling assistance calls in connection with fire, police and other emergency and non-emergency calls. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:
  - 1. mistakes or omissions, interruptions, delays, errors or other defects in the provision of service; or
  - 2. installation, operation, failure to operate, eminence, removal, presence, condition, local or use of any equipment and facilities furnishing this service; or
  - 3. any person who dials or attempts to dial the digits "9-1-1" or to any person who may be affected by the dialing of the digits "9-1-1".
- B. The Company is not responsible for any infringement, or invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service and non-emergency N11 service features and equipment associated therewith, or by any services furnished by the Company, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, to the employees or agents of any one of them.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

2.2 <u>Limitation of Company's Liability</u> (Continued)

# 2.2.2 <u>N11 Liability</u> (Continued)

- C. When a customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Intrastate Schedule, the Customer acknowledges and agrees with the release of information as described above.
- D. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms set forth in this section and other sections of this Intrastate Schedule. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to 911 Service during the temporary denial of a subscriber service for non-payment.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

2.2 <u>Limitation of Company's Liability</u> (Continued)

# 2.2.3 <u>Directory Errors and Omissions</u>

- A. No liability for damages arising from errors or omissions of non-chargeable directory and/or "Information" listings shall be attached to the Company. In the case of chargeable listing, the liability of the Company shall be limited to and satisfied by a refund or credit at the monthly rate for each chargeable listing for each billing period during which the error or omission continues. In accepting listings as prescribed by applicants or subscribers, the Company will not assume liability for the result of their publication in its directories, nor will the Company be a party to controversies arising between subscribers or others as a result of listings published in its directories.
- B. The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the customer or any other person, caused or claimed to have been caused directly or indirectly by the publication of a non-published telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a non-published number, the Company will, at the Customer's request, change the number without charge and refund any non-published number charges for the period of time during which the number was disclosed. For the purposes of this Intrastate Schedule, non-published information is defined to include the name, address and telephone number of non-published Customers.
- C. In the event of an error in the listed number of any Customer, the Company will, until a new directory is published, intercept all calls to the incorrectly listed number to give the calling party the correct number of the called party, providing that this is permitted by existing central office equipment and the incorrectly listed number is not a number presently assigned to another Customer. In the event of an error or mission in the name listing of a Customer, the correct name and telephone number will be maintained in the files of the directory assistance operator and the correct number will be furnished to the calling party upon request.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

#### 2.3 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Intrastate Schedule. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Intrastate Schedule, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.

The Company may require a Customer to immediately cease its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

A Customer or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

# 2.4 Obligations of the Customer

# 2.4.1 <u>Customer Responsibilities</u>

The Customer shall be responsible for:

- A. The payment of all applicable charges;
- B. Damage or loss of the Company's or underlying carrier's facilities or equipment caused by the acts or omissions of the Customer or authorized user, or the non-compliance by the Customer or authorized user with these regulations, or by fire or theft or other casualty on the premises of the Customer or authorized user unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company services or underlying facilities and equipment installed on the premises of the Customer or authorized user and the level of heating and air conditioning necessary to maintain the proper environment on such premises;
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of facilities and associated equipment used to provide service to the Customer or authorized user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with obtaining and maintaining the rights of way described herein, including the costs of altering the structure to permit installation of the Company or underlying carrier provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

2.4 <u>Obligations of the Customer</u> (Continued)

#### 2.4.1 Customer Responsibilities (Continued)

- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company;
- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the Customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services or equipment of the Company;
- G. Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- H. Keeping the Company's and its agents, contractors, and vendors equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

2.4 Obligations of the Customer (Continued)

#### 2.4.2 Claims

- A. The Customer or authorized user shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement, and proprietary or intellectual property rights of third parties arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer or authorized user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any Commission or omission by the Customer or authorized user in connection with the service. In the event that any such infringing use is enjoined, the Customer or authorized user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or authorized user shall defend, on behalf of the Company and upon request by the Company, any suit brought for claims asserted against the Company for any slander, invasion of privacy, libel, infringement, or other claims arising from the Customer's own communications.
- B. The customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Intrastate Schedule including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Intrastate Schedule is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

#### 2.5 Application for Service

#### 2.5.1 General

The Company will accept an oral or written application from a Customer requesting to obtain service, or additions to or changes in the existing service of such Customer. The Customer will also be required to execute any other documents as may be reasonably requested by the Company. An applicant for service agrees to pay all charges against such service made in accordance with the provisions of the Intrastate Schedules.

An application is merely a request for service and does not in itself bind the Company to provide service.

An applicant for service must pay all previous indebtedness to the Company for telephone services before service will be furnished.

#### 2.5.2 Initial Service Periods

Except as otherwise provided, the initial (or minimum) period for all services and facilities is one month at the same location.

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 Customers to the day the succeeding directory is first distributed to Customers.

#### 2.5.3 Cancellation of Application for Service

Where installation of service has been started prior to cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

- 2.5 <u>Application for Service</u> (Continued)
  - 2.5.4 Reserved For Future Use

#### 2.5.5 <u>Business Customers</u>

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

- A. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other places of strictly business nature.
- B. Any location where a business designation is provided or when any title indicating a trade, occupation or profession is listed.
- C. Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

#### 2.6 Contracts

- 2.6.1 Contracts for telecommunications service will not be required as a special condition to service except:
  - A. As may be required by regulations as set forth in the regular schedule of rates and regulations approved or accepted by the Commission.
  - B. In the case of temporary service or service to speculative projects or risk services, in which case a contract may be required for the period of time such service is required.
  - C. Rates for special pricing arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service(s) offered under this Intrastate Schedule. Rates quoted in response to competitive requests may be different than those specified for such in this Intrastate Schedule. Special pricing will be offered to the Customer in writing on a non-discriminatory basis.
  - D. Rates for Individual Case Basis (ICB) arrangements will be developed on a case-bycase basis in response to a bona fide request from a Customer or prospective Customer for services not offered under this Intrastate Schedule. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

#### LOCAL EXCHANGE SERVICES

# 2. <u>General Regulations</u> (Continued)

### 2.7 Payment Arrangements

### 2.7.1 General

- A. The Customer is responsible for payment of all charges for services furnished, including charges for services originated, or charges accepted. This Customer responsibility also includes charges associated with the fraudulent use of services by the Customer or any end users of the Customer.
- B. The Customer shall pay the amount(s) as specified in the Intrastate Schedule for the Services. Fixed recurring charges shall be billed in advance after the service date is activated and will be due no later than the bill due date specified on the invoice.
- C. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than the bill due date. Any amount not received within this period will be subject to the Company's late payment charge. The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 30 days of receipt of each invoice. In the event the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of Services during the period in question for billing purposes.
- D. Any prorated bill shall use a thirty-day month to calculate the prorated amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.
- E. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed, or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

#### LOCAL EXCHANGE SERVICES

## 2. General Regulations (Continued)

## 2.7 Payment Arrangements (Continued)

### 2.7.2 Billing and Collection of Charges

Bills are due and payable on the due date displayed on the Customer's bill. A late payment charge, as described in Section 2.7.3 will be applied if payment is not received by the Company on or before the due date.

## 2.7.3 Late Payment Charge

A late payment charge of 1.5 percent per month shall apply to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.

A Customer shall not be liable for any Late Payment Charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

## 2.7 Payment Arrangements (Continued)

### 2.7.4 Non-Sufficient Funds Charge

Any negotiable payment instrument submitted in payment for services and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a nonrecurring charge per Customer, per negotiable payment instrument.

Receipt of a Non-Sufficient Funds Check by the Company, in response to a notice of discontinuance, shall not constitute payment of the Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three banking days must be allowed for redemption of such instrument.

Per NSF check

\$25.00

#### LOCAL EXCHANGE SERVICES

## 2. General Regulations (Continued)

### 2.7 Payment Arrangements (Continued)

## 2.7.5 <u>Disputed Bills</u>

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer can follow these procedures:

- A. The Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- B. The undisputed portion of the bill must be paid by the Due By Date shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending disconnection.
- C. If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim with the Commission within use five (5) days calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such claim must be made or service will be interrupted.
- D. The Company will not disconnect the Customer's service for nonpayment as long as the Customer complies with B. and C. above.
- E. After the investigation and review are completed by the Company as noted in A. above, if the Customer elects not to make a claim with the Commission, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within five (5) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted.

#### LOCAL EXCHANGE SERVICES

## 2. General Regulations (Continued)

### 2.7 Payment Arrangements (Continued)

### 2.7.6 Credit

The Company, in order to assure payment by the Customer of charges for service or for loss of or damage to Company property, will require applicants and Customers to establish and maintain credit.

The establishment or re-establishment of credit as provided in this section shall not relieve the applicant or Customer from compliance with other provisions of this Intrastate Schedule as to the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

In order to insure the payment of all charges due for its service, or for loss of or damage to Company property, the Company may require any applicant or Customer to establish and maintain credit by providing information pertinent to the applicant's credit standing.

Telephone Customer credit information will be exchanged between telephone companies and other utilities. Customer credit information will be retained for three years.

#### LOCAL EXCHANGE SERVICES

## 2. General Regulations (Continued)

#### 2.8 <u>Discontinuance of Service</u>

### 2.8.1 Suspension or Termination of Service for Nonpayment\*

In the event that any bill rendered is not paid in full, the Company may suspend or terminate service in accordance with the rules of the State. If service is suspended or terminated for nonpayment, the Customer will be billed a Service Restoration Charge as well as any payment due upon reconnection of service.

The Company may discontinue service to a Customer after it has mailed or delivered by other means a written notice of discontinuance. Service shall not be discontinued until at least 5 days after delivery of this notice or 5 days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other matter or bill.

Service shall not be discontinued for a past due bill after 12:00 noon on a day before or on any Saturday, Sunday, Holiday recognized by the state, or any other day that Company service representatives are not available to service Customers. (State specific)

### 2.8.2 Fraud

The Company shall have the right to refuse or discontinue service, without advance notice, if the acts of the Customer indicates intention to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information. The customer will be liable for all related costs and will be responsible for payment of any reconnection charges.

\* Pursuant to the State of Washington rules, the Company will comply with the Commission rules (WAC 480-120-172).

#### LOCAL EXCHANGE SERVICES

## 2. General Regulations (Continued)

### 2.8 <u>Discontinuance of Service</u> (Continued)

### 2.8.3 Termination for Cause Other than Non-Payment\*

Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer, or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service under this Intrastate Schedule without incurring any liability.

Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this Intrastate Schedule without incurring any liability.

If all or any portion of the facilities or associated equipment used to provide service to the Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate service upon written notice to Customer.

<sup>\*</sup> Pursuant to the State of Washington rules, the Company will comply with the Commission rules (WAC 480-120-172).

### LOCAL EXCHANGE SERVICES

#### 2. General Regulations (Continued)

# 2.8 <u>Discontinuance of Service</u> (Continued)

#### 2.8.4 Cancellation by Customer

#### A. Cancellation of Application for Service

When the Customer cancels an application for service prior to the start of service, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs any expense for the installation of special arrangement of facilities or equipment, and before the Company receives a cancellation notice from the Customer, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on elements such as the cost of the equipment, facilities, and material; the supervision, general and administrative expense; return on investment, and any other costs associated with the special arrangements.

## B. <u>Discontinuance of Service</u>

Customers are responsible for notifying the Company of their desire to discontinue service thirty days before the date of disconnection. Customers may cancel service verbally or in writing. The company shall hold the customer responsible for payment of all charges, including fixed fees, surcharges, etc. which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire account disconnected, including any secondary line and all associated features and services.

### LOCAL EXCHANGE SERVICES

## 2. General Regulations (Continued)

## 2.9 Notices

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service

## 2.10 Taxes, Fees and Surcharges

The customer is responsible for payment of any sales, use, gross receipts, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers in the affected jurisdictions.

#### LOCAL EXCHANGE SERVICES

## 2. General Regulations (Continued)

### 2.11 <u>Allowances for Interruptions in Service</u>

## 2.11.1 General

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

<sup>\*</sup> Pursuant to the State of Washington rules, the Company will comply with the Commission rules (WAC 480-120-414).

#### LOCAL EXCHANGE SERVICES

## 2. General Regulations (Continued)

### 2.11 <u>Allowances for Interruptions in Service (Continued)</u>

### 2.11.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with any provision of this Intrastate Schedule by any person or entity other than the Company, including but not limited, to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to the circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. If the service is impaired, but not totally inoperative, and a Customer continues to voluntarily make use of such service;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty days of the dates that the service was affected.

### LOCAL EXCHANGE SERVICES

## 2. General Regulations (Continued)

## 2.11 <u>Allowances for Interruptions in Service</u> (Continued)

### 2.11.3 Use of Another Means of Communication

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

## 2.11.4 Application of Credits for Interruptions in Service

The Company will provide a credit to the Customer, upon request, for service outages that continue over a 24-hour period. Credit will be given on the next monthly billing cycle following the outage or the discovery of the outage.

The allowance will be limited to the prorated portion of the monthly rate for the service or portion thereof made inoperative during the outage period.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

## 2.12 <u>Provision and Ownership of Directories</u>

The Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold the Company free and harmless of any claims, loss, damage or liability, which may result from the use of such listing. The Company does not undertake to determine the legal, contractual or other right to use of a name to be listed in a telephone directory of the Company.

The Company, in contract with the directory provider, distributes to its Customers without charge such directory information, which in its opinion is generally necessary for the efficient use of the service. Any additional directories or information requested by a Customer will be furnished without additional charge where, in the opinion of the Company, such provision will lead to a more efficient use of the service by that particular Customer.

### 2.12.1. Provision

Directories are regularly furnished to Customers as an aid to the use of telephone services. The Company shall have the right to charge for directories issued in replacement of directories lost, destroyed, defaced, or mutilated while in possession of Customer.

## 2.13 Provision and Ownership of Telephone Numbers

The Customer has no property right in the telephone number or any right to continuance of service through any particular office. The Company may change the telephone number or the central office designation, or both, of a Customer whenever it is deemed desirable in the conduct of its business.

The numbers will not be changed as a penalty or to enforce payment for directory advertising charges. Changes may be made if required for engineering or technical reasons.

## 2.14 <u>Assignment or Transfer</u>

All service provided under this Intrastate Schedule is directly or indirectly controlled by the Company, and the customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Intrastate Schedule and any other contract between the Company and the customer shall apply to all such permitted transferees or assignees.

#### LOCAL EXCHANGE SERVICES

## 2. General Regulations (Continued)

# 2.15 <u>Provision and Ownership of Equipment and Facilities</u>

- A. Equipment and facilities furnished by the Company on the premises of a subscriber, authorized user, or Company agent, are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this Intrastate Schedule, must be installed, relocated and maintained by the Company. The Company's employees and/or authorized agents may enter said premises at any reasonable hour to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or upon termination or cancellation of the service, to remove such equipment and facilities. Company may accomplish the aforementioned maintenance activities via remote monitoring of its network, the facilities and the Services, as necessary.
- B. Terminal equipment will be directly connected in accordance with Part 68 of the FCC Rules and Regulations which requires the installation of a standard plug and jack arrangement by the Company on all individual line exchange service.
- C. No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in other applicable sections of this Intrastate Schedule. In case such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, or to suspend the service during the continuance of said attachments or connection, or to terminate the service, all in accordance with regulations specified in this Intrastate Schedule.
- D. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except as expressly provided in this Intrastate Schedule or upon the written consent of the Company.
- E. Equipment and facilities furnished by the Company shall upon termination of service, for any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof excepted.

#### LOCAL EXCHANGE SERVICES

## 2. General Regulations (Continued)

### 2.16 <u>School and Library Discounts</u>

Pursuant to FCC Docket No. 96-45, FCC 97-157 (Universal Service Order), schools and libraries may be eligible for reduced rates funded by the federal universal service fund.

## 2.16.1 General

The Universal Service Support Mechanism was established to ensure affordable telecommunications service to all Americans including low-income consumers and eligible schools and libraries. Public and private schools (grades Kindergarten - Twelve) and public libraries, may be eligible for discounts (Support) through the Schools and Libraries Universal Service Support Mechanism (E-Rate Program) in connection with the purchase of Sprint services and equipment (Service). In addition, these Customers may be eligible for state or local corollaries to the E-Rate Program.

## 2.16.2 Application for Support

## A. <u>E-Rate Program</u>

The Customer will abide by all E-Rate Program rules for receipt of Support. The Customer is responsible for applying to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (or other authorized E-Rate Program administrator) for Support from the E-Rate program each year the Customer is eligible for the Support. The Customer will notify Sprint in writing within 30 days of its receipt of a Funding Commitment Decision Letter from the SLD along with a copy of the notice and other relevant documentation as requested by Sprint.

### B. Other Funding Sources

The Customer is responsible for applying for Support from state and/or local administrators (Funding Sources). The Customer will notify Sprint in writing within 30 days of its receipt of a Support commitment from such Funding Sources and will include a copy of its application, Funding Source Support documentation, and other relevant documentation as requested by Sprint.

#### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

### 2.16 <u>School and Library Discounts</u> (Continued)

### 2.16.3 Receipt of Support

### A. <u>E-Rate Program</u>

The Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, Sprint will apply discounts to the Customer's invoices or reimburse the Customer according to the Funding Commitment Decision Letter. The Customer is responsible to apply for SLD reimbursement (instead of receiving discounted Sprint bills) for all eligible customer premise equipment rentals or other financed arrangements. Sprint reserves the right to require the Customer to seek SLD reimbursement (instead of receiving discounted Sprint bills) if the Customer has not received its Funding Commitment Decision Letter from the SLD by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. Sprint will either apply a credit to the Customer's account or provide the Customer with a check corresponding to the appropriate amount of Support based on Service received.

## B. Other Funding Sources

The Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, Sprint will apply discounts or reimburse the Customer for Service delivered corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. Sprint may reimburse the Customer with a credit to the Customer's account or with a check corresponding to the appropriate amount of Support based on Service received.

### LOCAL EXCHANGE SERVICES

# 2. General Regulations (Continued)

## 2.16 <u>School and Library Discounts</u> (Continued)

# 2.16.4 Failure to Obtain Support

- A. The Customer will reimburse Sprint if the FCC, SLD or Funding Sources fail to do so or if the FCC, SLD or Funding Sources reclaim any portion of Support sent to Sprint on Customer's behalf. Customer will not be responsible for Support withdrawn due to Sprint's material failure to provide Service.
- B. Sprint is not responsible for the Customer's compliance with FCC, SLD or Funding Source rules and regulations, the Customer's applications for Support, or any decisions or actions by the FCC, SLD or Funding Sources with respect to the Customer.
- C. For Service agreements of more than one year, the Customer may not terminate the Agreement based solely on its failure to receive Support.

#### LOCAL EXCHANGE SERVICES

## 3. Service Area

Sprint provides Local Exchange Service in the areas where necessary underlying network elements are reasonably available to the company on terms that are both technically and economically feasible. Contact a Sprint Representative at 1-877-877-8748 to get a list of rate centers where Sprint provides Local Exchange Service and their respective Local Calling Area.

#### LOCAL EXCHANGE SERVICES

### 4. Reserved For Future Use

### 5. <u>Business Local Exchange Service</u>

Local Exchange Service consists of furnishing switched communication in connection with one-way and/or two-way information transmission points within a Local Calling Area offered pursuant to this Intrastate Schedule. Local Exchange Services provide a Customer with a connection to the public switched network which enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's Local Calling Area as set forth in this Intrastate Schedule;
- C. access (at no additional charge) the Company's operator and Customer service center for service related assistance; access toll-free telecommunications services such as 800, 888, 877 NPA; and access 9-1-1 service for emergency calling.

Local Exchange Service provides an individual access line with Touch Tone Calling for the transmission of one-way or two-way switched voice or data communication within a Local Calling Area. The individual access line is the connecting facility between a Customer's premises and a serving central office that provides Customer access to the switched network for placing and receiving calls. The individual access line also enables the Customer to access the service of long distance carriers.

The Company offers its services subject to availability of facilities, limitations of service offerings, and the provisions of this Intrastate Schedule.

The Company may deny, for any lawful reason, the Customer's request for service, or limit or allocate the facilities available to or utilized by any service, if necessary, to manage it's network in an efficient manner; meet reasonable service expectations; furnish service to existing and future Customers based on forecasted Customer requirements; or for any other lawful reason.

The Company may, without notice, (consistent with governing laws or regulations) block traffic to local telephone exchanges ("NXX exchanges") individual telephone stations, groups or ranges of individual telephone stations, or calls using certain Customer authorization codes ,whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Agreement; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

Sprint will prorate all charges and associated usage in the initial month and last month of service based on a 30-day month. If Sprint determines that the Customer's usage in any way violates the restrictions of this service, Sprint may suspend or terminate the Customer's service.

#### LOCAL EXCHANGE SERVICES

- 5. <u>Business Local Exchange Service</u> (Continued)
  - 5.1 Reserved For Future Use
  - 5.2 Reserved For Future Use
  - 5.3 Sprint Integrated Local Services

Sprint Integrated Local Services includes unlimited business Local Exchange Service, Touch Tone Calling Service, and certain features.

If available in the territory of the underlying incumbent local exchange carrier, Local Exchange Services may be used to originate calls to other telephone companies' caller-paid information services (e.g. 900, 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company at the Customer's request. Customers who request other call blocking or screening services will be charged as specified elsewhere in this Schedule.

Sprint Integrated Local Services are available for one-year, two-year and three-year commitment periods. Customers must subscribe for a minimum one-year period. If the Customer terminates all or any portion of the services before the end of the term commitment, the Company may assess a termination liability equal to 100% of the monthly recurring charge multiplied by the number of months left in the first contract year, plus 50% of the monthly charge for each month remaining in subsequent contract years. The Company will not charge early termination liabilities if, upon giving notice of termination, the Customer orders another Sprint service with a monthly charge and term commitment equal to or greater than those services being terminated.

Commitment periods can be extended by the Customer at any time during the term of the plan. The number of months accrued in the current plan will apply toward the new plan selected. If the Customer does not specify renewal terms in writing 90 days prior to the expiration of the service period, the existing rates in effect at the time of expiration will automatically continue. The Customer can terminate Sprint Integrated Local Services at the end of the service period with no penalty or obligation to continue the service.

#### LOCAL EXCHANGE SERVICES

### 5. <u>Business Local Exchange Service</u> (Continued)

### 5.3 Sprint Integrated Local Services (Continued)

Sprint Integrated Local Services includes unlimited business Local Exchange Service, Touch Tone Calling Service, and certain features.

If available in the territory of the underlying incumbent local exchange carrier, Local Exchange Services may be used to originate calls to other telephone companies' caller-paid information services (e.g. 900, 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company at the Customer's request. Customers who request other call blocking or screening services will be charged as specified elsewhere in this Schedule.

Sprint Integrated Local Services are available for one-year, two-year and three-year commitment periods. Customers must subscribe for a minimum one-year period. If the Customer terminates all or any portion of the services before the end of the term commitment, the Company may assess a termination liability equal to 100% of the monthly recurring charge multiplied by the number of months left in the first contract year, plus 50% of the monthly charge for each month remaining in subsequent contract years. The Company will not charge early termination liabilities if, upon giving notice of termination, the Customer orders another Sprint service with a monthly charge and term commitment equal to or greater than those services being terminated.

Commitment periods can be extended by the Customer at any time during the term of the plan. The number of months accrued in the current plan will apply toward the new plan selected. If the Customer does not specify renewal terms in writing 90 days prior to the expiration of the service period, the existing rates in effect at the time of expiration will automatically continue. The Customer can terminate Sprint Integrated Local Services at the end of the service period with no penalty or obligation to continue the service.

#### LOCAL EXCHANGE SERVICES

# 5. <u>Business Local Exchange Service</u> (Continued)

### 5.3 <u>Sprint Integrated Local Services</u> (Continued)

### A. Term Discount Plan (TDP)

The Term Discount Plan (TDP) provides customers with discounted rates for Sprint Integrated Local Services.

The discount applies to the monthly recurring charge for Sprint Integrated Local Services and all optional services and features ordered from this Tariff.

At the end of the TDP service commitment period, the customer may subscribe to a new TDP at the prevailing rates. If the customer does not select a new TDP, the prevailing rates applicable for the expired TDP will continue in effect for as long as the customer chooses to continue subscribing to the services installed under the expired TDP.

Rate increases or decreases will automatically be applied to the monthly term plan rates for the remaining term of the TDP.

The customer can extend TDP commitment periods at any time during the term of the plan, up to a maximum of three years. The number of remaining months in the original term plan will apply toward the new term plan selected.

If customers under a TDP disconnect any portion of their Sprint Integrated Local Services TDP service prior to the expiration of the TDP, then a Termination Liability Charge will apply to those services that are disconnected. The Termination Liability Charge will be equal to 100% of the monthly recurring charge for each month remaining in the first contract year, plus 50% of the monthly recurring charge for each month remaining in subsequent years. The Company will not charge early termination liabilities, if, upon giving notice of termination, the customer orders another Sprint Integrated Local Services with a monthly charge and term commitment period equal to or greater than those services being terminated.

#### LOCAL EXCHANGE SERVICES

- 5. <u>Business Local Exchange Service</u> (Continued)
  - 5.3 Sprint Integrated Local Services (Continued)
    - 5.3.1 Sprint Single B1 Line for Business\*

Customers must subscribe to a minimum of four lines unless they are subscribing to this service in addition to Integrated T1 Service, Digital Integrated T1 Service, Sprint Digital PBX Trunk Service or Sprint ISDN-PRI for Business as specified elsewhere in this Section.

Sprint Single B1 Line for Business includes the following:

- A. Local Exchange Service with unlimited local calling;
- B. Feature: Caller ID Number Only.
- 5.3.2 Sprint Multi-B1 Lines for Business\*

Customers must subscribe to a minimum of four lines unless they are subscribing to this service in addition to Integrated T1 Service, Digital Integrated T1 Service, Sprint Digital PBX Trunk Service or Sprint ISDN-PRI for Business as specified elsewhere in this Section.

Sprint Multi-B1 Lines for Business includes the following:

- A. Local Exchange Service with unlimited local calling;
- B. Features: Caller ID Number Only and Line Hunting.

\* Effective July 25, 2005, this Service will no longer be available for new installations.

### LOCAL EXCHANGE SERVICES

- 5. <u>Business Local Exchange Service</u> (Continued)
  - 5.3 Sprint Integrated Local Services (Continued)
    - 5.3.3 <u>Integrated T1 Service</u>

Integrated T1 Service includes the following:

- A. Customer channelized high capacity (1.544 Mbps) facility between a Customer premises and its serving office for connection to services provided by Sprint. Integrated T1 Service allows a Customer to integrate voice and data on a single high capacity facility. The Customer selects a package of a minimum of 6 voice channels (up to a maximum of 20 total voice channels) for local exchange access for unlimited local calling, and a minimum of 4 Dedicated IP channels for Internet Access (up to a maximum of 18 total Dedicated IP channels. The balance of the facility's capacity is available for data. The rates herein are for the portion of the service dedicated to voice applications;
- B. Feature: Caller ID Number Only;
- C. Dedicated IP for Internet Access\*.

Voice channels will be provisioned with Line Hunting upon Customer request, at the rates specified in B. following.

\* Dedicated IP charges for this service apply in addition to the charges for Integrated T1 Service.

#### LOCAL EXCHANGE SERVICES

- 5. <u>Business Local Exchange Service</u> (Continued)
  - 5.3 <u>Sprint Integrated Local Services</u> (Continued)
    - 5.3.4 <u>Digital Integrated T1 Service</u>

Digital Integrated T1 Service includes the following:

- A. Customer channelized high capacity (1.544 Mbps) facility between a Customer premises and its serving office for connection to services provided by Sprint. Digital Integrated T1 Service allows a Customer to integrate voice and data on a single high capacity facility. The Customer selects a package of a minimum of 6 voice channels (up to a maximum of 20 total voice channels) for local exchange access for unlimited local calling, and a minimum of 4 Dedicated IP channels for Internet Access (up to a maximum of 18 total Dedicated IP channels). The balance of the facility's capacity is available for data. The rates herein are for the portion of the service dedicated to voice applications;
- B. Feature: Line Hunting;
- C. Dedicated IP for Internet Access\*.

The Customer will be responsible for the connection from the Integrated Access Device to their equipment (no connection block will be provided with this service). Customers must digitally accept all of their channels. No more than two trunk groups will be provisioned for any given circuit.

\* Dedicated IP charges for this service apply in addition to the charges for Digital Integrated T1 Service.

#### LOCAL EXCHANGE SERVICES

- 5. <u>Business Local Exchange Service</u> (Continued)
  - 5.3 <u>Sprint Integrated Local Services</u> (Continued)
    - 5.3.5 Sprint Digital PBX Trunk Service

Sprint Digital PBX Trunk Service includes the following:

A. Digital access from the Customer's premises to the central office via a DS1 (1.544 Mbps) connection. This connection provides a facility with the equivalent of 24 access lines between a Customer's premises and a central office that can be used as Wide Area Telecommunications Service (WATS), or as PBX trunks for local exchange access for unlimited local calling, which may or may not include Direct Inward Dial (DID). Sprint Digital PBX Trunk Service is provided in a base capacity of 24 channels.

The PBX Digital Trunk Service provides 1.544 Mbps digital trunking and the local distribution channel between the serving central office and 24 channels, and provides for the communications path between the Customer's designated premises and the serving wire center of that premises;

B. Features: Line Hunting and Block of 10 DID Numbers.

#### LOCAL EXCHANGE SERVICES

- 5. <u>Business Local Exchange Service</u> (Continued)
  - 5.3 <u>Sprint Integrated Local Services</u> (Continued)
    - 5.3.6 Sprint ISDN-PRI for Business

Sprint ISDN-PRI for Business includes the following:

A. A high speed end-to-end digital switched service that provides PBX and host computers access to switched services via an ISDN central office. The service can carry voice, data and video simultaneously. Traffic can be inward, outward or a combination of both. This is controlled by the Customer's CPE. Local exchange access includes unlimited local calling.

A facility consists of up to twenty-three "B" (Bearer) channels and one "D" (Delta) channel at a total speed of 1.544 Mbps. The D channel is used for signaling and can usually handle an additional 19 ISDN facilities containing 24 B channels. The local channel may be a DS1 with clear channel capability;

B. Features: Caller ID - Number Only, Block of 10 DID Numbers and Line Hunting.

One directory listing will be provided per D-Channel. Additional directory listings are available as specified in Section 6 of this Schedule.

The following Service Component is also available with the Sprint ISDN-PRI for Business:

<u>PRI D Channel</u> - A D channel may be designated as a Backup D channel for another D channel that provides signaling and control for one or more ISDN-PRI connections. Enables the Customer to complete calls to a busy station without continually redialing. Certain equipment restrictions may apply.

#### LOCAL EXCHANGE SERVICES

### 5. <u>Business Local Exchange Service</u> (Continued)

## 5.3 Sprint Integrated Local Services (Continued)

#### 5.3.7 Sprint Single B1 Line for Business II

Customers must subscribe to a minimum of four lines unless they are subscribing to this service in addition to Integrated T1 Service, Digital Integrated T1 Service, Sprint Digital PBX Trunk Service or Sprint ISDN-PRI for Business as specified elsewhere in this Section.

Sprint Single B1 Line for Business II includes the following:

- A. Local Exchange Service with unlimited local calling;
- B. Features: Caller ID-Number Only and Call Transfer.

### 5.3.8 Sprint Multi-B1 Lines for Business II

Customers must subscribe to a minimum of four lines unless they are subscribing to this service in addition to Integrated T1 Service, Digital Integrated T1 Service, Sprint Digital PBX Trunk Service or Sprint ISDN-PRI for Business as specified elsewhere in this Section.

Sprint Multi-B1 Lines for Business II includes the following:

- A. Local Exchange Service with unlimited local calling;
- B. Features: Caller ID-Number Only, Call Transfer and Line Hunting.

#### LOCAL EXCHANGE SERVICES

#### 6. Miscellaneous Services

### 6.1 Optional Calling Features

### 6.1.1 <u>Feature Description</u>

The following features are available to Customers where services and facilities permit.

## A. Call Return

Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances. Call Return is available on either a flat monthly rate or on a usage-sensitive basis, where facilities are available.

### B. Repeat Dialing

Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service number
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

Repeat Dialing is available on either a flat monthly rate or on a usage-sensitive basis, where facilities are available.

#### LOCAL EXCHANGE SERVICES

- 6. <u>Miscellaneous Services</u> (Continued)
  - 6.1 Optional Calling Features (Continued)
    - 6.1.1 <u>Feature Description</u> (Continued)
      - C. Caller ID

Allows a Customer to view, on a Customer provided display unit, the calling party directory name and/or calling party number on incoming telephone calls.

- 1. <u>Caller ID Number Only</u> Allows a Customer to view the Calling Party Number (CPN) on a Customer-provided display unit.
- 2. <u>Caller ID with Name and Number</u> Allows a Customer to view, on a Customer provided display unit, (limited to areas where the underlying local exchange carrier accesses calling name databases), Calling Party Directory Name and Number on incoming telephone calls.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device that will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Sprint assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone Calling Party Number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Intrastate Schedule. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

#### LOCAL EXCHANGE SERVICES

- 6. <u>Miscellaneous Services</u> (Continued)
  - 6.1 Optional Calling Features (Continued)
    - 6.1.1 <u>Feature Description</u> (Continued)
      - D. Call Waiting

Call Waiting provides a tone signal to indicate to the Customer who is already engaged in a telephone call that a second caller is attempting to dial in. Where facilities permit, Call Waiting Customers who are subscribed to Caller ID may also view on a Customer-provided display device the calling party's name and/or telephone number associated with an incoming Call Waiting call, unless the name and telephone number of the calling party is suppressed, either via Per Call or Per Line Blocking. In areas where Caller ID with Name and Number is not available, Caller ID - Number Only, which displays only the caller's telephone number, will be displayed. Call Waiting permits the Customer to place the first call on hold and answer a waiting call. The Customer may alternate between the two calls by depressing the switchhook or "flash" feature. Where facilities permit, options for call handling during an active call include answering the call, sending a "please hold" message, conferencing the caller with the current call, or forwarding the caller to a voice mail system.

The Customer may disable Call Waiting for the duration of an outgoing call by dialing an activation code immediately prior to placing the call. Call Waiting is automatically reactivated when the Customer disconnects from the call

#### LOCAL EXCHANGE SERVICES

## 6. <u>Miscellaneous Services</u> (Continued)

### 6.1 Optional Calling Features (Continued)

### 6.1.1 Feature Description (Continued)

### E. Three-Way Calling

Permits the Customer to add a third party to an established connection on both outgoing and incoming calls without operator intervention. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. Three Way Calling is available on either a flat monthly rate or on a usage-sensitive basis, where facilities are available.

## F. Speed Dial 8

Permits the Customer to place calls to up to eight telephone numbers by dialing a code rather than the complete telephone number.

### G. Call Forwarding

Provides an arrangement for transferring incoming calls to another telephone number one call at a given time unless the Customer also subscribes to Simultaneous Call Forwarding. Calls may be transferred to any telephone number.

The Call Forwarding Customer is responsible for payment of toll or other charges associated with each call between the called number and the forwarded number. Call Forwarding shall not be used to extend calls on a planned and continuous basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred. The Company will not provide identification of the originating telephone number to the call forwarding number.

#### LOCAL EXCHANGE SERVICES

- 6. <u>Miscellaneous Services</u> (Continued)
  - 6.1 Optional Calling Features (Continued)
    - 6.1.1 <u>Feature Description</u> (Continued)
      - G. <u>Call Forwarding</u> (Continued)
        - 1. <u>Call Forwarding Variable</u> Permits the Customer to automatically forward all incoming calls to another telephone number until the Customer deactivates the feature, and to restore it to normal operations at the Customer's discretion. If forwarded to a long distance number, the Customer will incur the long distance charges. This feature is available to Business Customers only.
        - 2. <u>Call Forwarding Busy/No Answer</u> Permits the forwarding of incoming calls when the Customer's line is busy or remains unanswered after a designated number of rings.
        - 3. <u>Call Forwarding Busy Line External</u> This feature automatically reroutes an incoming call to a Customer's predesignated number which is outside the Customer's system but within the same central office when the called number is busy.
        - 4. <u>Call Forwarding Busy Line Overflow</u> This feature automatically reroutes an incoming call to a Customer's predesignated number within the same serving central office when the called number is busy.
        - 5. <u>Call Forwarding Busy Line Expanded</u> This feature automatically reroutes an incoming call to a Customer's predesignated number outside of the serving central office when the called number is busy.
        - 6. <u>Call Forwarding Don't Answer</u> Permits the forwarding of incoming calls when the Customer's line remains unanswered after a designated number of rings. The number of rings and the forwarded number are predetermined by the Customer order.

#### LOCAL EXCHANGE SERVICES

- 6. <u>Miscellaneous Services</u> (Continued)
  - 6.1 Optional Calling Features (Continued)
    - 6.1.1 <u>Feature Description</u> (Continued)
      - G. <u>Call Forwarding</u> (Continued)
        - 7. <u>Call Forwarding Don't Answer Expanded</u> This feature automatically reroutes an incoming call to a Customer's predesignated number which is outside of the serving central office when the called number does not answer within the number of rings programmed by the Company.
        - 8. <u>Call Forwarding Busy Line/Don't Answer External</u> This feature allows incoming calls that encounter a busy condition and/or calls which are not answered after a predetermined number of rings to be automatically forwarded to a pre-selected telephone number that is outside the Customer's system but within the same central office.
        - 9. <u>Call Forwarding Busy Line/Don't Answer Overflow</u> This feature allows incoming calls that encounter a busy condition and/or calls which are not answered after a predetermined number of rings to be automatically forwarded to a pre-selected telephone number within the same central office.
        - Remote Access to Call Forwarding This feature allows the Customer to activate and deactivate their Call Forwarding feature and to change their forwarded to number from a location other than where their service is located.
        - 11. <u>Simultaneous Call Forwarding</u> Provides the Customer that also subscribes to an appropriate call forwarding service the ability to forward multiple incoming calls simultaneously to another telephone number designated by the Customer. The Simultaneous Call Forwarding Customer must subscribe to sufficient facilities to adequately handle calls. The Simultaneous Call Forwarding Customer is responsible for the payment of charges (e.g., toll charges) for each call between the Simultaneous Call Forwarding equipped telephone line and the line to which the call is being forwarded.

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#### LOCAL EXCHANGE SERVICES

## 6. <u>Miscellaneous Services</u> (Continued)

### 6.1 Optional Calling Features (Continued)

### 6.1.1 Feature Description (Continued)

### H. Line Hunting

Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available to business Customers only.

## I. Anonymous Call Rejection

Allows Customers to reject calls from calling parties that have blocked the delivery of their number and/or name. Calls are routed to an announcement. Anonymous Call Rejection is provided at no additional charge to Caller ID - Number Only and Caller ID with Name and Number Customers, subject to the availability of facilities. The feature is available to non-Caller ID Customers for a flat monthly rate.

#### J. Call Transfer

Allows the Customer to transfer an incoming call between extensions. Anyone picking up an extension will be connected to the incoming call automatically.

## K. Distinctive Ring

This feature allows a Customer to have up to two additional telephone numbers assigned to one local exchange service access line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to Customers also subscribing to Call Waiting.

#### LOCAL EXCHANGE SERVICES

## 6. <u>Miscellaneous Services</u> (Continued)

### 6.1 Optional Calling Features (Continued)

## 6.1.1 <u>Feature Description</u> (Continued)

# L. Message Waiting Indicator

Message Waiting Indicator is a companion feature to Call Forwarding. Customers hear an audible interrupted dial tone and, where facilities permit, have an indicator lamp on appropriately equipped Customer provided equipment indicating there is a message waiting.

## M. Speed Dial 30

Speed Dial 30 allows placing call to thirty (30) other phone numbers by dialing a one or two digit code rather than the complete phone number.

## N. Direct Connection (Hot Line)

Direct Connection (Hot Line) service is an automatic dialing feature, which provides the Customer the ability to establish a predetermined number when the Customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined number. Calls cannot be traced and 911 service is not accessible.

## O. Business Feature Pack B

Includes the following: Caller ID with Name and Number, Call Forwarding Busy/No Answer, Call Waiting, Three-Way Calling and Speed Dial 30. This feature package is only available to Sprint Integrated Local Services Customers.

### LOCAL EXCHANGE SERVICES

# 6. <u>Miscellaneous Services</u> (Continued)

### 6.2 <u>Service Connection Charges</u>

Service Connection Charges are one-time nonrecurring charges for establishing or modifying telephone services. Service Connection Charges are incurred pursuant to Customer requests only.

Unless specifically exempted in this or other Sections of this Intrastate Schedule, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.

Service Connection Charges reflect service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.

Service Connection Charges for the initial establishment of telephone service are payable with the first bill rendered for service, unless otherwise specified elsewhere in this Intrastate Schedule.

Service Connection Charges do not apply for the reestablishment for the same Customer of service at a location which has been destroyed or made untenantable by fire, wind, or water. Service Connection Charges do apply for establishment of service at a new location for a temporary period, for establishment of service at a new and permanent location, or for reestablishment of service at the same location for other than the previous Customer.

### LOCAL EXCHANGE SERVICES

### 6. <u>Miscellaneous Services</u> (Continued)

### 6.2 <u>Service Connection Charges</u> (Continued)

### 6.2.1 <u>Service Order Charges</u>

Nonrecurring Service Connection Charges apply to processing Service Orders for new service and for changes in service, as specified following:

<u>Primary Service Connection Charge</u> – applies to the establishment of service, per location, per occasion. The charge is for receiving, recording and processing information necessary to execute a Customer's request for service and for connection of the initial line, channel or trunk.

<u>Secondary Service Connection Charge</u> - applies to the second or additional line, channel or trunk of a new installation and connection. This charge applies only when the second or additional line, channel or trunk is ordered simultaneously with the initial connection for service.

<u>Transfer of Service Charge, Primary Line</u> - applies to the first line, channel or trunk of a Transfer of Service (TOS) Order, when a Customer requests a move or change in physical location. This charge applies whether a Customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

<u>Transfer of Service Charge, Secondary Line</u> - applies to the second, or third, etc., line, channel or trunk of a Transfer of Service (TOS) Order, when a Customer requests a move or change in physical location. This charge applies whether a Customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

### LOCAL EXCHANGE SERVICES

### 6. <u>Miscellaneous Services</u> (Continued)

### 6.2 <u>Service Connection Charges</u> (Continued)

# 6.2.2 <u>Change Order Charges</u>

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

<u>Change Order-Subsequent Charge</u> – applies for changes in existing service, such as changing a local access line from hunting to non-hunting or to resequence hunting numbers. Also applies for changes or additions to features after initial establishment of service. Applies to other customer-requested changes in service that are not specifically covered in other nonrecurring service connection charges.

<u>Toll Restriction</u> – applies when a Customer requests a change, addition or removal of a Toll Restriction Service.

<u>Telephone Number Change Charge</u> - applies to each telephone number change request/order.

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

### 6.2.3 Record Change Charges

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

## 6.2.4 <u>Miscellaneous Charges</u>

<u>Duplicate Invoice</u> - applies each time a Customer requests an additional copy of a current bill or invoice.

### LOCAL EXCHANGE SERVICES

# 6. <u>Miscellaneous Services</u> (Continued)

# 6.2 <u>Service Connection Charges</u> (Continued)

# 6.2.5 <u>Restoration of Service Charge</u>

A restoration charge applies to the restoration of temporarily suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the temporarily suspended service and facilities are arranged.

In the event that service is permanently disconnected for nonpayment of bills, service connection charge(s) will apply at the time that service is subsequently reestablished.

### 6.2.6 Premises Visit Charge

Premises Visit Charge applies when the installation of network access facilities for Sprint Integrated Local Services requires a visit to the Customer's premises. When a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

### LOCAL EXCHANGE SERVICES

# 6. <u>Miscellaneous Services</u> (Continued)

### 6.3 Operator Services

The Company offers operator assisted services to its presubscribed Customers. In addition to the per call service charge, usage rates apply. The Company's operator services are accessible on a twenty four (24) hour per day, seven (7) days per week basis.

# 6.3.1 <u>Busy Line Verification and Line Interrupt Service</u>

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

### LOCAL EXCHANGE SERVICES

# 6. <u>Miscellaneous Services</u> (Continued)

# 6.4 <u>Directory Assistance and Directory Assistance Call Completion</u>

The Company furnishes local, long distance and national Directory Assistance Service whereby Customers may request assistance in determining telephone numbers associated with directory listings of individuals and/or businesses. Directory Assistance provides for identification of telephone directory numbers, via an operator or automated directory assistance system. Customers are provided with a maximum of 2 listings per call to Directory Assistance. No credit will be given for requested telephone numbers that are not found in the directory. There are no call allowances or exemptions for Directory Assistance Service.

Where technically feasible, customers may have their calls to the requested telephone number completed by the automated directory assistance system. Directory Assistance Call Completion service gives a customer the option of completing a call to the called station telephone number received from the Directory Assistance operator without hanging up and originating a new call. A call completion charge applies in addition to the Directory Assistance per-call charge if the Customer accepts the offer. When two numbers are requested from Directory Assistance only the second call can be completed. The call completion fee will not apply if the call cannot be completed.

### 6.5 Listing Services

For each Customer of Company-provided Exchange Service(s), one listing (Initial Listing) will be offered without charge for each Local Exchange Service access line and will be published by the dominant Local Exchange Carrier at no charge.

#### 6.5.1 Non-Published Service

Non-Published Service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance records. The telephone numbers of Non-Published Service or the name and billing address that correspond to a non-published number may be divulged in the following instances:

- A. First, in the interest of public safely, where a government agency subscribes to Enhanced Universal Emergency Telephone Number Service (E911) the telephone number and address, but not the name, of a customer with non-published service will be displayed when the customer dials 911 to a government employee at a console at a Public Safety Answering Point for dispatch of emergency service.
- B. Second, the billing name and address that correspond to a non-published telephone number will be furnished to a subscriber to Billing Name and Address (BNA) Service if the customer with the non-published service makes a call that uses the service of the BNA subscriber.

#### LOCAL EXCHANGE SERVICES

### 6. Miscellaneous Services (Continued)

# 6.5 <u>Listing Services</u> (Continued)

### 6.5.2 Non-Listed Service

Non-Listed Service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling Directory Assistance.

# 6.5.3 Additional Listing

Additional listings are confined to the names of those who are entitled to use the customer's service.

## 6.5.4 Extra Listing

Where available, a list in a telephone directory which is not in the Customer's immediate calling area.

# 6.5.5 Extra Line Listing

An extra line listing may be provided in the directory if it facilitates the use of telephone service. An extra line consists of five words or any fraction thereof. Ordinarily, an extra line will be provided only when a Customer has more than one listed telephone. When a Customer needs more than five words to properly direct calls, he may arrange for two or more extra lines

#### LOCAL EXCHANGE SERVICES

## 6. <u>Miscellaneous Services</u> (Continued)

### 6.6 Toll Restriction Services

# 6.6.1 <u>900 Blocking</u>

900 Blocking enables Customers to prevent 900 service calls from being placed over their local exchange service lines. There is no charge for this service. Service Connection Charges do not apply when 900 Blocking is initially ordered. Subsequent changes are subject to applicable Service Connection Charges.

### 6.6.2 Selective Call Screening

Selective Call Screening is designed to restrict certain types of billing from a line that originates a call. The screening is designed to inform the operator services provider about special characteristics with the line. Under this arrangement, the operator services provider processes the operator-assisted, and/or operator-handled, and/or automated operator-assisted originating call so that the call will conform to one of the allowable types of billing, which could be those which conform only to billing as collect, billed to a third number, or billed to a calling card. This service is only available to Sprint Integrated Local Services Customers.

- A. The Company assumes no liability for calls completed by any other entity or carrier or operator services provider as long as the screening code accompanies the call forwarded to the other entity. The Company is responsible for properly handling calls, which are selectively screened and are not carried over any other entity's network or facilities.
- B. Customers subscribing to Selective Call Screening are responsible for all toll charges billed to their lines for calls that are not carried solely over the Company's Facilities.

### 6.6.3 Toll Restriction 1+ and 0+ Blocking

Toll Restriction 1 + and 0+ Blocking provides the subscriber with local dialing capabilities but blocks any Customer-dialed calls that have a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

#### LOCAL EXCHANGE SERVICES

## 6. <u>Miscellaneous Services</u> (Continued)

## 6.6 Toll Restriction Services (Continued)

## 6.6.4 <u>Blocking Services</u>

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to Customers where facilities and services permit. This service is only available to Sprint Integrated Local Services Customers.

The minimum service period is one month. Service is furnished subject to the technical capability.

The Customer indemnifies and saves harmless the Company from any and all claims, losses and damages caused by this blocking of the Customer's calling.

- 1. <u>101XXXX Blocking</u> Allows the subscriber to block outgoing calls to 101XXXX1+ and 101XXXX011+ numbers.
- 2. <u>International Blocking</u> Allows the subscriber to block outgoing calls to 011+ and 101XXXX011+ numbers.

#### 6.6.5 Billed Number Screening

Billed Number Screening provides a means for blocking most collect calls and/or third number calls from being charged to an account. This service is only available to Sprint Integrated Local Services Customers. The following options are available:

Third Number only Collect only Third Number/Collect

### LOCAL EXCHANGE SERVICES

# 6. <u>Miscellaneous Services</u> (Continued)

# 6.7 <u>Caller ID Blocking</u>

Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. With per call Caller ID Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end user's number blocked. No nonrecurring charges apply when Caller ID Per Line Blocking is initially ordered. Subsequent changes are subject to the Nonrecurring Charge listed below in lieu of any other Service Connection Charges

### 6.8 Presubscribed Interexchange Carrier Change Charge

Customers may presubscribe non-bundled Local Exchange Service lines to their long distance provider of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge. Customers who request a change in intraLATA and interLATA carriers on the same order will be assessed a single charge per line.

# 6.9 Intercept Services

Intercept Service provides a recorded announcement that states the line number status and a referral number, if available, for calls placed to a disconnected or changed business line number.

This service is only available to Sprint Integrated Local Services Customers. Intercept Service is subject to the availability of facilities.

Basic Intercept Service is provided free of charge to business Customers for primary and DID numbers upon request for a maximum of 120 days. Extended Intercept Service will be provided when a request is made for Intercept Service beyond the initial 120 days. A charge applies per month per number for Extended Intercept Service. Extended Intercept Service will be available for a maximum of eight months following the 120 days of Basic Intercept Service.

The charge for this service is billed in advance as a one time charge on the final invoice for that number, and is based on the length of time service is requested.

#### LOCAL EXCHANGE SERVICES

# 6. <u>Miscellaneous Services</u> (Continued)

#### 6.10 Direct Inward Dial (DID) Numbers

DID numbers are required for use with various products as defined in this Schedule. DID line numbers can be ordered in initial and subsequent blocks of 20 or 100 or fraction thereof on a month-to-month basis. The Customer is responsible for providing intercept on assigned but unused telephone numbers associated with DID.

### 6.11 9-1-1 Telecommunications Service

The Company is obligated to supply the E-911 service provider in the Company's service area with accurate information necessary to update the E-911 database at the time the Company submits Customer orders to the local exchange telecommunications company whose services are being resold pursuant to this Intrastate Schedule.

At such time that the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.

The Company will provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company recognizes its responsibility to E-911 administrators, to collect and remit any applicable E-911 taxes or surcharges as required in the serving areas identified per this Schedule. All required E-911 taxes or surcharges will be collected and remitted to the appropriate authority as required by the applicable governing body.

# LOCAL EXCHANGE SERVICES

7. I I O I I O I I O I I O I I C I I I E	7.	Promotional Offering	gs
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The Company may, from time to time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customers awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations.

# **Sprint Communications Company L.P.**

# **Intrastate Schedule**

Original Page 83

# LOCAL EXCHANGE SERVICES

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For applicable rates, please contact the Company at 877-877-8748

State Tariffs	EFFECTIVE: