

ETS Telephone Company, Inc.

d/b/a

En-Touch Systems, Inc.,

Telephone Services Tariff

***11011 Richmond Avenue, Ste 400
Houston, TX 77042
281-225-1000***

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CHECK SHEET

The title page and Sections 1 through 12 inclusive of this Tariff are effective as of the dates shown on the bottom of the respective sheets. Original and revised pages, as named below, comprise all changes from the original rate sheets and are in effect as of the date indicated on the bottom of this page. *Means new or revised with this filing.

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LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

I. DESCRIPTION OF OPERATIONS

ETS Telephone Company, Inc., d/b/a En-Touch Systems, Inc., ETS or the Company, is a telecommunications provider incorporated under the laws of the State of Delaware. The Company provides telecommunications services in the State of Texas. The Company's authority to serve this area is granted in its Certificate of Operating Authority as determined by the Public Utility Commission of Texas (the Commission). The Company maintains its primary office of operations at 11011 Richmond Avenue, Suite 400, Houston, TX.

The Company provides one-party service via the Company's facilities, or via conventional network elements purchased from other local exchange carriers. All rules, regulations and rates of the Company apply to local exchange telephone services furnished to customers within the applicable incumbent local exchange carrier's (ILEC) exchange(s) unless otherwise specifically noted in this tariff. The Company provides service in the indicated LATAs in selected exchanges served by the following listed ILECs. Detailed information concerning exchanges served is available upon request.

<u>Incumbent Local Exchange Carrier</u>	<u>LATA</u>
SBC-Texas	Houston
Verizon Communications, Inc.	Houston
CCI Consolidated Communications, Inc.	Houston
Windstream	Houston

LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES

A. General

1. The rates and charges listed in this Section apply to Local Exchange Service provided by the Company in its certified service area as specified by the Company's Certificate of Operating Authority application approved and on file with the Public Utility Commission of Texas.
2. The local exchange service rates and charges specified in this Section are for Basic Local Exchange Service and facilities only, except as otherwise noted in this tariff. Rates and charges for ancillary services and facilities not specified in this Section are presented in other sections of this tariff.
3. Unless otherwise specified, the rates and charges quoted in this Section are for a minimum contract period of one month. These rates and charges are payable in advance and provide unlimited flat rate calling within the exchange area, and to other exchanges as specified in II., B. below.
4. Local access trunks may be required for local access connections terminating in, or for use with, some types of customer-provided equipment.

LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Cont'd)

B. Local Calling Areas

1. All customers whose premises are located in exchanges where the Company is providing service receive unlimited local calling within the exchange, and to specific exchanges or zones as designated below, as part of the rates shown in III., A. of this section of the tariff:

<u>Exchange</u>	<u>Calling Area</u>
Cypress, Local	Cypress, Katy, Klein, Langham Creek, Pinehurst, Satsuma, Tomball
Cypress, Metro	Airline, Aldine, Alief, Alvin, Apollo, Arcola, Bammel, Barker, Baycliff, Baytown, Blue Ridge, Buffalo, Channelview, Crosby, Cypress, Deer Park, Dickinson, East Bernard, East Houston, Ellington, Friendswood, Grangerland, Highlands, Houston Metro, Houston Suburban, Huffman, Jersey Village, Katy, Kemah, Kingwood, Klein, La Porte, Lake Houston, Langham Creek, League City, Manvel, North Spring, Pearland, Pinehurst, Plantersville, Porter, Porter Heights, Richmond/Rosenberg, Rosharon, Satsuma, Seabrook, Sheldon, Smithers Lake, Spring, Stafford, Sugarland, Tomball, Waller, Westfield
Houston Suburban	Airline, Aldine, Alief, Alvin, Apollo, Arcola, Bammel, Barker, Baycliff, Baytown, Blue Ridge, Buffalo, Channelview, Crosby, Cypress, Deer Park, Dickinson, East Bernard, East Houston, Ellington, Friendswood, Grangerland, Highlands, Houston Metro, Houston Suburban, Huffman, Jersey Village, Katy, Kemah, Kingwood, Klein, La Porte, Lake Houston, Langham Creek, League City, Manvel, North Spring, Pearland, Porter, Porter Heights, Richmond/Rosenberg, Rosharon, Satsuma, Seabrook, Sheldon, Smithers Lake, Spring, Stafford, Sugarland, Tomball, Westfield
Katy, Local	Barker, Brookshire, Cypress, Langham Creek, Richmond-Rosenberg, Valley Lodge
Katy, Metro	Airline, Aldine, Alief, Alvin, Apollo, Bammel, Barker, Baycliff, Baytown, Beasley, Blue Ridge, Brookshire, Buffalo, Channelview, Crosby, Cypress, Damon, Deer Park, Dickinson, East Bernard, East Houston, Ellington, Friendswood, Grangerland, Highlands, Houston Metro, Houston Suburban, Huffman, Jersey Village, Katy, Kemah, Kingwood, Klein, La Porte, Lake Houston, Langham Creek, League City, Manvel, Needville, North Spring, Pearland, Plantersville, Porter, Porter Heights, Richmond/Rosenberg, Rosharon, Satsuma, Seabrook, Sheldon, Smithers Lake, Spring, Sugarland, Tomball, Valley Lodge, Waller, Westfield

LOCAL EXCHANGE SERVICE

Exchange

Calling Area

Missouri City

Airline, Aldine, Alief, Alvin, Apollo, Arcola, Bammel, Barker, Baycliff, Baytown, Blue Ridge, Buffalo, Channelview, Crosby, Cypress, Deer Park, Dickinson, East Bernard, East Houston, Ellington, Friendswood, Grangerland, Highlands, Houston Metro, Houston Suburban, Huffman, Jersey Village, Katy, Kemah, Kingwood, Klein, La Porte, Lake Houston, Langham Creek, League City, Manvel, North Spring, Pearland, Porter, Porter Heights, Richmond/Rosenberg, Rosharon, Satsuma, Seabrook, Sheldon, Smithers Lake, Spring, Stafford, Sugarland, Tomball, Westfield

Richmond/Rosenberg,
Local

East Bernard, Damon, Katy, Needville, Richmond/Rosenberg, Smithers Lake, Sugarland, Valley Lodge

Richmond/Rosenberg,
Metro

Airline, Aldine, Alief, Alvin, Apollo, Bammel, Barker, Baycliff, Baytown, Beasley, Blue Ridge, Buffalo, Channelview, Crosby, Cypress, Damon, Deer Park, Dickinson, East Bernard, East Houston, Ellington, Friendswood, Grangerland, Highlands, Houston Metro, Houston Suburban, Huffman, Jersey Village, Katy, Kemah, Kingwood, Klein, La Porte, Lake Houston, Langham Creek, League City, Manvel, Needville, North Spring, Pearland, Porter, Porter Heights, Richmond/Rosenberg, Rosharon, Satsuma, Seabrook, Sheldon, Smithers Lake, Spring, Sugarland, Tomball, Valley Lodge, Westfield

Spring, Local

Bammel, Conroe, Cypress, Kingwood, Klein, Porter, Porter Heights, Spring, Westfield

Spring, Metro

Airline, Aldine, Alief, Alvin, Apollo, Arcola, Bammel, Barker, Baycliff, Baytown, Blue Ridge, Buffalo, Channelview, Crosby, Cypress, Deer Park, Dickinson, East Bernard, East Houston, Ellington, Friendswood, Grangerland, Highlands, Houston Metro, Houston Suburban, Huffman, Jersey Village, Katy, Kemah, Kingwood, Klein, La Porte, Lake Houston, Langham Creek, League City, Manvel, North Spring, Pearland, Porter, Porter Heights, Richmond/Rosenberg, Riverbrook, Rosharon, Satsuma, Seabrook, Sheldon, Smithers Lake, Spring, Stafford, Sugarland, Tomball, Westfield

Sugarland

Airline, Aldine, Alief, Alvin, Apollo, Arcola, Bammel, Barker, Baycliff, Baytown, Blue Ridge, Buffalo, Channelview, Crosby, Cypress, Deer Park, Dickinson, East Bernard, East Houston, Ellington, Friendswood, Grangerland, Highlands, Houston Metro, Houston Suburban, Huffman, Jersey Village, Katy, Kemah, Kingwood, Klein, La Porte, Lake Houston, Langham Creek, League City, Manvel, North Spring, Pearland, Porter, Porter Heights, Richmond/Rosenberg, Rosharon, Satsuma, Seabrook, Sheldon, Smithers Lake, Spring, Stafford, Sugarland, Tomball, Westfield

LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES

A. Monthly Local Exchange Access Line Rates

1. Rates per access line for service provided on a month-to-month basis are: ⁽¹⁾

Exchange	Residential	Business	Hosted PBX	
<u>Cypress</u> Local Flat Rate Service, 832-349	\$16.95	28.00	20.00	
Additional Metro Calling Service, 281-246	\$0.00	0.00	0.00	
<u>Houston</u> Local Flat Rate Service, 281-225	\$16.95	28.00	20.00	
<u>Katy</u> Local Flat Rate Service, 281-712	\$16.95	2.00	20.00	
Additional Metro Calling Service, 281-394	\$0.00	0.00	0.00	
<u>Missouri City</u> Local Flat Rate Service, 281-778	\$16.95	28.00	20.00	
<u>Richmond/Rosenberg</u> Local Flat Rate Service, 281-750	\$16.95	28.00	20.00	
Additional Metro Calling Service, 832-222	\$0.00	0.00	0.00	
<u>Rosharon</u> Local Flat Rate Service, 281-767	\$16.95	28.00	20.00	
<u>Spring</u> Local Flat Rate Service, 832-296	\$16.95	28.00	20.00	
Additional Metro Calling Service, 281-430	\$0.00	0.00	0.00	
<u>Sugarland</u> Local Flat Rate Service, 281-207	\$16.95	28.00	20.00	

Additional Metro Service requires subscription to Local Flat Rate Service. Rates vary by rate center as detailed above.

- (1) Rates include Touch-Tone.
 (2) Rates include Touch-Tone and Series Completion Hunting Services.
 (3) Metro calling service is an additive to the Basic Local Phone Service.

LOCAL EXCHANGE SERVICE

III. LOCAL EXCHANGE SERVICE RATES AND CHARGES (Cont'd)

B. Other Monthly Recurring Charges

The following monthly recurring charges apply in addition to rates and charges for local exchange services.

1. End-User Common Line

Charges will be applied on a per-line basis at an amount as set forth in the National Exchange Carrier Association Tariff F.C.C. No. 5, Access Service.

2. Access Recovery Charge

Charges will be applied on a per-line basis at an amount as set forth in the National Exchange Carrier Association Tariff F.C.C. No. 5, Access Service.

SERVICE CHARGES

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SERVICE CHARGES

I. GENERAL

Service Charges are in addition to all other rates and charges that may be applicable for services provided by the Company. Service Charges apply in addition to installation and construction charges incurred because of unusual costs encountered in the provision of service.

A. Categories of Service Charges

The work functions required to establish, add to, move or change telephone service for a business or residence class of service customer are classified by type of service charge as follows:

1. Service Order Charge - a charge for work performed in connection with receiving, recording, and processing a customer request for service to be performed or provided at the same time, on the same account and on the same premises. One Service Order Charge is applicable per customer request for service.
2. Line Connection Charge - a charge for work associated with the connection of the line extending from the serving central office to the customer's premises. It includes, but is not limited to, establishing or changing central office connections, cable cross connections, line transfers, connecting to a terminal or building terminal, or moving the drop wire or protector block.

SERVICE CHARGES

I. GENERAL (Continued)

B. Rules

1. All registered terminal equipment and systems and inside wire may be directly connected to the telecommunications network as specified in, or authorized by, the Registration Program in Part 68 of the Federal Communications Commission's (FCC) Regulations.
2. Customer Premises Inside Wire
 - a. The customer has the option of providing the inside wire and standard jacks on his premises, or contracting with a vendor qualified to provide the service.
 - b. Customer premises inside wire, standard jacks, and equipment provided by the customer or his agent must be in accordance with the standards of the National Electric Code, the National Electric Safety Codes, Part 68 of the FCC Regulations, the equipment manufacturers and other applicable codes. The customer will hold the Company harmless from any and all liability, claims, or damage suits arising out of the customer's provision o' maintenance of inside wire.
3. Changes in the locations of existing services to different premises, or to additional points of termination or to points outside the customer's premises ar' considered new installations for purposes of this tariff.
4. The service charges described in this tariff are not applicable for:
 - a. normal maintenance and repair of the Company's equipment a'd service; and
 - b. connection of telephone sets or other terminal equipment when no line connection or central office access work is required.

SERVICE CHARGES

II. APPLICATION OF CHARGES

A. Service Order Charges

1. The Primary Service Order Charge is applicable:
 - a. for requests to establish an account for initial connection of service. An account is defined as each service for which a separate access line is established; and
 - b. for restoration of service disconnected for nonpayment. Disconnected service will be restored upon payment of charges due;
 - c. for connection of additional local exchange access lines or private lines to establish service.

2. The Secondary Service Order Charge is applicable:
 - a. for subsequent requests for service, number change, restoration of service at customer's request and change in class of service;
 - b. for additional service ordered after an initial service order has been issued and the additional service request cannot be included on the initial pending service order;
 - c. for change and transfer of service involving change in name and responsibility whether or not there is a lapse in service;
 - d. for additions, moves and changes of lines in the same building or in different buildings on the same premises;
 - e. charges do not apply for changes from converting from regular to Lifeline Service;
 - f. charges do apply when a Lifeline Service customer converts to a different grade of eligible residential service and/or directory listings or specialized customer premise equipment;
 - g. charges apply to any subsequent moves or changes after the initial connection to Lifeline Service; and
 - h. charges apply when a Lifeline Service customer voluntary elects to convert to a telephone service arrangement which preclude Lifeline Service eligibility

SERVICE CHARGES

II. APPLICATION OF CHARGES (Continued)

B. Line Connection Charges

1. The Line Connection Charge is applicable for work in the central office and for work done in providing or rearranging the drop wire or outdoor circuit between the serving central office and the customer's premises on the Company's side of the demarcation point. The Line Connection Charge will apply for:
 - a. connection or re-connection of local exchange access lines, and local private lines;
 - b. transfer of lines or Company-provided equipment from one building to another building;
 - c. a move of a customer's portable structure containing telephone service;
 - d. transfer of lines from one premises to another in the same building, e.g., one apartment to another apartment, one office or suite of offices to another office or suite of offices;
 - e. a move when the telephone service at the new location is established prior to disconnection at the old location, or discontinued at the old location prior to establishment at the new location;
 - f. connecting each line between the appropriate general distribution cable terminals serving different premises in the same building or serving different buildings on the customer's same premises; and
 - g. rearrangements of each single span of underground entrance facilities.
 - h. an additional Line Construction charge will apply to services provisioned outside of the existing ETS Construction areas.

SERVICE CHARGES

II. APPLICATION OF CHARGES (Continued)

B. Line Connection Charges (Continued)

2. One Line Connection Charge is applicable for:
 - a. each line connection or restoration and for each telephone number changed at the customer's request, including changes in number to provide trunk hunting. No charge is applicable for a number change initiated by the Company;
 - b. changing a Pay Telephone Service line to a business line or a business line to a Pay Telephone Service line; and
3. When two or more segments of a local private line are bridged in the central office, one Line Connection Charge will apply for each line.
4. The Line Connection Charge does not apply:
 - a. when service and facilities are assumed prior to discontinuance of service and without lapse in service;
 - b. in the case of change in responsibility for service; and
 - c. when changes in service and facilities are initiated by the Company.

C. Termination Charge

When a customer cancels an order for service prior to the establishment of service, a termination charge may be applicable. The Termination Charge shall equal the costs incurred by the Company in designing, engineering, ordering and providing the service less disposal value.

SERVICE CHARGES

II. APPLICATION OF CHARGES (Continued)

D. Maintenance Service Charge

In those instances where service difficulty or trouble results from the customer-provided or maintained inside wire, jacks and/or equipment which are not in accordance with the technical standards for such inside wire and jacks, the customer is responsible for the payment of a Maintenance Service Charge.

E. Returned Check Charge

A \$35.00 charge will be made for each returned check or moneys not honored by a bank or depository.

F. Install Wiring Charge

When a customer requests the Company to install wiring, the customer will be responsible for the Install Wiring Charge.

G. Late Payment Charge

A late payment charge will be applied to any portion of a bill that is not paid by the due date. This charge will be equal to 5% of the unpaid balance with a minimum charge of \$9.50. The Late Payment Charge will be cumulative, and will be assessed on the due date each month on the entire outstanding balance.

H. Inside Wire Maintenance Charge

A charge will be made for the maintenance of wiring within structures between telecommunications terminal equipment and the interface with the public switched telephone network.

I. PIC Change Charge

1. IntraLATA Primary Interexchange Carrier (PIC) Request

A customer's initial intraLATA Primary Interexchange Carrier (PIC) request, made prior to implementation or within six months after implementation of intraLATA equal access, shall be made at no charge. Thereafter, the Company will charge the customer an IntraLATA PIC Change Charge each time the customer requests a change in their intraLATA PIC.

2. InterLATA Primary Interexchange Carrier (PIC) Request

A customer's initial interLATA Primary Interexchange Carrier (PIC) request shall be made at no charge. Thereafter, the Company will charge the customer an InterLATA PIC Change Charge each time the customer requests a change in their interLATA PIC.

SERVICE CHARGES

III. SCHEDULE OF CHARGES (1) (2)

A. Service Order Charges

- | | |
|-----------------------------------|---------|
| 1. Primary Service Order Charge | \$85.00 |
| 2. Secondary Service Order Charge | \$50.00 |

B. Line Connection Charges

- | | |
|---------------------------------------|-------------|
| 1. Line Connection Charge | Actual Cost |
| 2. Line Construction Charge, per foot | Actual Cost |

C. Termination Charges will be determined on an individual case basis.

D. Maintenance Service Charge, Install Wiring Charge, and Inside Wire Maintenance Charge

Charges for each sixty (60) minute increment of time, or fraction thereof, for work performed by each technician are:

Residential Hourly Time	\$79.00
Business Hourly Time	\$100.00

The minimum service charge is 1 hour.

E. Inside Wire Maintenance Charge

Residential	\$ 4.50
Business	\$12.95

F. PIC Change Charge

- | | |
|--------------------------|--------|
| 1. IntraLATA PIC Request | \$5.00 |
| 2. InterLATA Pic Request | \$5.00 |

(1) The Company offers to perform repair and maintenance work other than specified above only during normal working hours Monday through Saturday, excluding holidays. All repair and maintenance work performed during other than normal hours at the customer's request shall be provided at the sole discretion of the Company at rates based on costs.

(2) Service charges may be required to be paid at the time of application for service.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

- I. RESERVED FOR FUTURE USE**
- II. RESERVED FOR FUTURE USE**
- III. RESERVED FOR FUTURE USE**

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

IV. SPECIAL SERVICE ARRANGEMENTS

A. General

1. If a customer's requirement' cannot be met by regular service arrangements, the Company will provide, where practical, special service arrangements at charges equal to the estimated cost of furnishing such facilities. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.
- 2' If any type of qualifying special assembly device is subscribed to by more than three (3) customers, the Company may file the offering as a general service offering in the appropriate tariff section.

B. Rates and Charges

1. Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangements.
2. Estimated costs, which consist of an estimate of the total cost to the Company of providing the special service arrangement, may include the following:
 - a. cost of maintenance;
 - b. cost of operation;
 - c. depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on anticipated useful service life less estimated net salvage value;
 - d. general administration expenses, including taxes on the basis of average charges for these items;
 - e. any other item of expense associated with the particular special service arrangement; and
 - f. an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

IV. SPECIAL SERVICE ARRANGEMENTS (Continued)

B. Rates and Charges (Continued)

3. The estimated installed cost described above will include the costs of equipment and materials provided or used, plus estimated labor costs, including the cost of installation, engineering, supervision, transportation, rights-of-way, in addition to other items chargeable to the capital accounts.
4. Special service arrangement rates are subject to revision depending on changing costs.
5. If and when a special service arrangement becomes a tariff offering, the tariff rate or rates will apply from the date of tariff approval.
6. The following rate treatments may be used in connection with charges for special service arrangements:
 - a. monthly rental or termination agreement with or without an installation charge; and
 - b. installation charge only.

V. OTHER REGULATIONS

Special service arrangements are further subject to the regulations specified in the tariffs of this Company, as they now exist, and any revisions, additions or supplements which may be made in the future.

VI. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or a prospective customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may differ from those specified for such service in this tariff and will include all relevant costs, plus an appropriate level of contribution. ICB rates will be provided to customers pursuant to written agreements and will be made available to all similarly situated customers.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

VII. MARKET TRIAL OFFERINGS

- A. In the normal course of business the Company, at its discretion, may elect to offer certain services to customers on a trial basis to enable the Company to test its ability to provide services that may eventually be made available to the general public. A trial offering does not constitute an offer to provide service to the general public.
- B. The Company may offer services in order to test the capabilities of the systems required by a proposed service, including but not limited to, systems needed to establish, provision, operate, and bill and/or collect for a service, whether such systems are provided solely by the company or in combination with systems provided by other carriers or vendors.
- C. The Company may limit the number, classes, type, or location of customers who are eligible to receive a service that is offered as part of a market trial.
- D. A market trial will be conducted for a defined period of time, not to exceed twenty-four (24) months. The Company is not obligated to continue a trial service beyond the stated trial period, to provide the trial service as a generally available service offering in the future, or to provide the trial service as a generally available service offering at the same prices, terms or conditions applicable to the trial offering. (C)
- E. Services provided as a trial offering are subject to all other applicable provisions in the tariffs of the Company. If the terms and conditions of a trial offering conflict with other provisions of this tariff, the market trial terms and conditions will govern the provision of the trial offering for the duration of the trial period.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

VIII. PROMOTIONAL OFFERINGS

- A. From time to time the Company may engage in promotional offerings or trials designed to attract new customers, to stimulate usage, to test potential new services, and/or to increase existing customer awareness of the Company's services. Promotional offerings or trials may include, but are not limited to, waiving or reducing the applicable charges for the promoted service.
- B. Promotional offerings may be limited as to services, duration, the date and times of the offerings, and the locations where the offerings are available. These offerings will not exceed twenty four (24) months in length.
- C. Promotions will be offered on a non-discriminatory basis with each subscriber in the class of service and area for which the promotion is offered having an equal opportunity for participation, subject to availability of products, services and facilities.

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MISCELLANEOUS SERVICES

I. LISTINGS

A. Primary Listings

When two or more access lines or trunks are rotating, the first number is considered the primary listing. Where two or more access lines are not rotating, a primary listing may be made for each line.

B. Regular Extra Listings

1. Usually all extra listings assigned must use the same address and telephone number as the primary listing.
2. In connection with service provided at hotels, motels, retirement homes, or boarding houses, extra listings may be provided in the names of permanent guests or tenants at that location, provided approval is obtained from the hotel or motel involved, without issuing a separate bill.
3. Charges for extra listings begin at the time the listings are posted on information records.
4. Business extra listings may be the names of partners or members of a partnership or firm, the names of officers of the corporation, or the names of business associates or employees of a business establishment. Business extra listings may be the bona fide names of individuals, firms or corporations which the customer owns or controls or is duly authorized to represent. Listings which are designed primarily to give publicity to a commodity or service are not accepted.

MISCELLANEOUS SERVICES

I LISTINGS (Continued)

C. Special Types of Extra Listings

1. Duplicate Listings

Duplicate listings, including listings of nicknames, abbreviated names, names that are commonly spelled in more than one way, and rearrangements of names are permitted when the Company considers the listing necessary for the proper identification of the customer.

2. Alternate Listings

The listing of an alternate telephone number to be called in case no answer is received is permitted for customers in all classes of service. The consent of the customer in whose name the alternate number and service are provided to is required prior to providing the alternate listing.

MISCELLANEOUS SERVICES

I. LISTINGS (Continued)

D. Non-published Service

1. A listing is non-published when a customer requests that no listing be placed in a directory and information records. This arrangement is provided only under the terms of a special agreement whereby the customer agrees to hold the Company harmless from any damages which might result because of the non-published listing and to absolve the Company from any responsibility for the failure of the customer to receive telephone calls because of the non-published listing.
2. The Company is not liable for damages arising from the publishing of a telephone number that is non-published in a telephone directory, refusing to disclose a non-published telephone number upon request or disclosing the telephone number of any person. If such numbers should be published in a telephone directory, the Company's liability is limited to a refund of the monthly charges applicable for non-published service.
3. When a call is placed from a telephone number associated with a non-published listing, the number/name may be disclosed if the called party has equipment to display the calling number/name. Customers may prevent the display of the calling number/name by activating Caller ID blocking. Caller ID blocking is available, at no charge, in areas where Caller ID disclosure is possible.

E. Non-listed Service

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

MISCELLANEOUS SERVICES

I. LISTINGS (Continued)

F. Rates and Charges

	Residential	Business
Primary Listing	No Charge	No Charge
Regular Extra Listing	\$2.50	\$6.00
Duplicate Listing(s)	\$2.50	\$6.00
Alternate Listing(s)	\$2.50	\$6.00
Non-Published	\$5.00	\$6.00
Non-Listed	\$5.00	\$6.00

MISCELLANEOUS SERVICES

II. RESERVED FOR FUTURE USE

MISCELLANEOUS SERVICES

III. INTRAEXCHANGE PRIVATE LINE SERVICE AND CHANNELS

A. General Rules and Regulations

1. The Company provides facilities where available for Intraexchange Private Line Service for the purpose of telecommunications, signaling, telemetry and electrical control solely for the use of customers within its exchange service area.
2. Channels for services not specifically named elsewhere in this tariff, and for purposes other than telecommunications, will be furnished where facilities are available and where, in the Company's judgment, the use to be made of such channels is not contrary to Company regulations or detrimental to other services.
3. The Company does not usually furnish channels with a better than normal grade of transmission. Higher grade channels will be provided on a cost basis only when physically and economically practicable on the part of the Company.
4. Private line service may not be connected to the telecommunications network for local exchange service or long distance message service.
5. Services provided under this tariff are intended to be used by intraexchange private line customers in obtaining end-to-end private line services. Interexchange carriers may use services found in this tariff which will meet their administrative needs. An interexchange carrier cannot obtain services from this tariff to furnish a segment of their authorized service offerings.
6. The purpose for which the intraexchange private line service is to be used must be made known to the Company at the time of application for service. The customer will notify the Company in writing prior to a planned change in use.

MISCELLANEOUS SERVICES

III. INTRAEXCHANGE PRIVATE LINE SERVICE AND CHANNELS (Continued)

B. Rates for Intraexchange Private Line Service and Channels

The Company will determine rates for Intraexchange Private Line Service and Channels on an individual case basis.

1. Applicable Service Charges are set forth in Section 2 of this Tariff. Service Charges for business access lines will be applicable.
2. Route mileage is applicable. Mileage computed separately for each circuit measurement. Fractions are rounded to the next highest increment.

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES

A. General

1. Custom Calling and CLASS Services are optional telephone service arrangements. Some features may not be available to all classes of customers, or with certain types of services, and these services may be provided only from central offices equipped to provide one or more of the following features:

Anonymous Call Rejection – Allows the called party to automatically reject calls if the calling party's number is marked Private. This feature routes these calls directly to a recorded announcement.

Auto-Redial – Allows a customer to automatically call the last outgoing number dialed, and keeps trying to complete the call when a busy line condition is present. A special ring signals the customer when the line becomes available.

Call Blocker – Allows a customer to block incoming calls from a maximum of three (3) pre-selected numbers and/or block the last incoming call.

Call Forwarding – Permits a customer to automatically transfer all incoming calls to a pre-selected telephone number when activated. A customer can continue to place outgoing calls while incoming calls are being forwarded. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Customers utilizing Call Forwarding service are responsible for the payment of charges for each toll call between his/her access line and the distant access line to which the call was transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the access line originating the call and the access line to which the call is transferred.

Call Forwarding – Busy Line – Allows calls that find a busy condition on the customer's line to be automatically forwarded to another pre-selected number.

Call Forwarding – Don't Answer – Provides for incoming calls which are not answered after a predetermined number of rings designated by the customer to be automatically forwarded to a customer-selected alternate telephone number.

Call Forwarding – Busy/Don't Answer – Provides for incoming calls which find a busy condition on the customer's line or are not answered after a predetermined number of rings designated by the customer to be automatically forwarded to a customer-selected alternate telephone number.

Call Return – Enables a customer to automatically return the last incoming call. If the call back number is busy, this feature allows a user to camp on or queue the called party. When an on-hook condition is detected, both numbers will ring to establish the call.

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES (Continued)

A General (Continued)

1. Custom Calling and CLASS Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following features: (Continued)

Call Trace – Customer Originated – Allows a customer to request an automatic trace of the last incoming call. This provides an easy way to trace obscene, threatening or harassing calls. A Call Trace may be activated at any time during or immediately following the call to be traced. The incoming call detail recorded by the Company showing the results of the trace (i.e., telephone number traced) will not be released to the customer. Such call detail shall be provided only to law enforcement authorities upon request. A trace cannot be successfully completed if the incoming call originates in a telephone central office not equipped for Call Trace Service.

At its option or upon receipt of a proper request from a law enforcement agency, the Company will set up a temporary tracing arrangement using Call Tracing at no charge to the customer when in the judgment of the Company or law enforcement agency, the unwanted call(s) present a serious threat of bodily harm or destruction of property and subscription to, or per event use of, Customer Originated Call Trace is not a suitable solution.

Call Transfer Disconnect - Enables a customer to transfer an established call to another telephone number. The customer may disconnect (exit) the call and, unlike the 3-Way Calling feature, the other connected parties remain on the line, thereby establishing a two-way conversation.

Call Waiting – By means of a tone signal, a customer who is using his telephone is alerted when another caller is trying to reach that telephone number. This service permits putting the first call on hold so that a second call can be answered.

Call Waiting ID – Allows for the display of the name and/or number of an incoming caller when they are already speaking on the telephone and receive another call. Where facilities permit, Call Waiting ID will display the name and/or number of the calling party on the customer's Customer Premises Equipment (CPE), so the customer can decide if he/she wants to answer the other incoming call. Use of this feature also requires subscription to Call Waiting and Caller ID Name & Number. The customer must provide CPE that is specifically designed for this service.

Caller ID Name or Caller ID Number –These features deliver calling party information to parties being called. Calling party information may indicate the directory number/name of the calling party or may indicate that the number/name of the calling party is private or unavailable. The customer must provide CPE that is specifically designed for this service.

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES (Continued)

A. General (Continued)

1. Custom Calling and CLASS Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following features: (Continued)

Cancel Call Waiting – Allows a customer with the Call Waiting feature to cancel the operation of Call Waiting for one call. The customer dials the Cancel Call Waiting code and dial tone is heard. Without hanging up, the customer then places the call. During this call only, the Call Waiting feature is inactive. Call Waiting tones will not interrupt this call.

Circular Hunting – Allows all lines in a multi-line hunt group to be tested for busy, regardless of the point of entry into the group. When a call is made to a line in a multi-line hunt group, a regular hunt is performed starting at the terminal associated with the dialed number. It continues to the last terminal in the multi-line hunt group, then proceeds to the first terminal in the group and continues to hunt sequentially through the remaining lines in the group. Busy tone is returned if the called terminal is reached without finding one that is idle.

Distinctive Ring – Allows a customer to subscribe to a maximum of two (2) different telephone numbers and have two special ringing patterns on the same line. Some types of customer-provided equipment may not be able to reproduce the special ringing patterns.

Preferential Hunting – A type of line hunting that permits hunting over a preset preferential group of lines before hunting through the entire multi-line hunt group.

Priority Call- Permits the customer to pre-select a maximum of three (3) telephone numbers that can be given a distinctive alerting signal, ring or call waiting tone for priority calls. A customer creates, by dialing an activation code, the list of telephone numbers. The Company's equipment will screen incoming calls and provide the appropriate signal, ring or tone for these numbers that appear on the customer's list.

Remote Access To Call Forwarding – Allows a customer to activate/deactivate the Call Forwarding feature from a remote location

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES (Continued)

A. General (Continued)

1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following features: (Continued)

Selective Call Forwarding – Allows a customer to pre-select from three (3) to ten (10) telephone numbers, depending on network provisioning, that can be forwarded to a customer-specified telephone number. The Company's equipment will screen incoming calls and will forward calls to the specified number only if the caller's number appears on the customer's screening list. When a call is placed to the customer from a number not on the screening list, standard call completion will occur. Applicable long distance charges will be billed if calls are forwarded to a number in a long-distance calling scope.

Simultaneous Call Forwarding – Allows a customer subscribing to any of the Call Forwarding services to forward multiple incoming calls to a pre-selected number at the same time, provided the number forwarded to can handle the volume.

Speed Calling – Enables a customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. A customer may subscribe to either the 8-code capacity or 30-code capacity on their line.

3-Way Calling – Enables a customer to add a third party on an existing call without operator assistance, thereby establishing a three-way conversation. The other parties to the call will be disconnected if the customer hangs up. The transmission quality may vary depending on the distance and routing necessary and may not necessarily meet normal standards.

Toll Restriction – Prohibits origination of a direct dialed (1+), or operator assisted (0 or 0+) outgoing long distance call from a restricted local exchange access line. The customer accepts full responsibility for denial of access to the long distance message toll network, acceptance of any incoming "collect" long distance messages, access to the Operator (0+ dialing), access to 1+800/888/877 numbers, and holds the Company free and harmless from any and all liabilities and/or damages which may be alleged or incurred by such denial or acceptance. Lifeline Service customers are exempt from paying a monthly rate or a non-recurring charge.

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES (Continued)

A. General (Continued)

2. Hosted PBX Services are optional telephone service arrangements which may be provided only from central offices equipped to provide these features. Hosted PBX features are offered in a choice of two packages. The Enterprise Package includes all features listed. The Professional Package includes features not marked with an asterisk.

Administrative Portal – Allows a customer to see and manage a business group of lines including multi-line hunt groups, multiple appearance directory numbers, extensions and call logs.

Business Group Dial Plan – Allows a customer to use short codes, Call Pickup, Direct Inward Dialing and many other features of hosted PBX within a business group.

Call Block – Advanced – Allows a customer to prevent access to specific types of numbers such as international or premium-rate calls on this line.

Call Forwarding – Advanced - Allows customer to define forwarding based on line status, and forwards all other calls to voice mail.

Call Hold – Allows a customer to place a caller on hold and take or make a call on another line. Customer Phone must have Hold Button.

Call Jump - Quickly redirects or 'jumps' a call to another number without interrupting the conversation. *

Call Park – Allows a customer to to 'park' a call into 'orbit' so that another subscriber may pick up they call by dialing into the orbit.

Call Pickup – Allows a customer to pick up an incoming call to any other line within the business group by dialing an access code.

Comm Portal – Allows a customer access to web portal services to manage their calling features and services.

Comm Portal Assistant – Allows a customer to access to a desktop application to manage call features and use functions.

Custom Ring-Back - Callers hear a selected audio file rather than a ringing tone when they call a number with this feature. *

Dial By Name Directory – Allows callers to reach their party by dialing the first few digits of their name. *

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES (Continued)

A. General (Continued)

2. Hosted PBX Services are optional telephone service arrangements which may be provided only from central offices equipped to provide these features.

Distinctive Ring – Advanced – Easily add certain numbers that will ring differently than other calls.

Do Not Disturb - Allows a customer to temporarily block their line to prevent all incoming calls or allow only certain calls through.

Easy Call Manager – Allows a customer to easily manage simultaneous ring features, call forwarding, selective call acceptance/rejection, and many other call features with this application within CommPortal.

E-Fax – Allows customers to receive faxes in their CommPortal.

Mobile Fusion – Allows a customer to configure a CommPortal app on their cell phone to have one unified voice mailbox combining cell and home phone messages. This app also allows a customer to originate calls on their cell phone that they can 'Call Jump' to their home or office phone. Calls made using the CommPortal App appear to the called party as if the caller was using a landline. *

Multi-Line Conferencing – Allows customer set conference together multiple lines as supported by the customers' equipment.

Multi-Line Hunt Group with Pilot Line – Allows customers to group lines together into a hunt group which routes calls to non-busy lines within the group.

Music on Hold – Allows customers to upload on-hold music and messaging.

Outlook Integration - Automatically syncs CommPortal contacts with Microsoft Outlook contacts. Recognized contact numbers can be called by clicking a "Call Contact" button on the computer.

Reminder Call - Allows a customer to schedule reminder calls with a voice message (for example, a wake-up call).

Sim Ring - Allows a customer to specify a list of numbers which ring whenever this line is called. The first to pick up can answer the call.

Station to Station Dialing – Allows customers to dial other members of a business group with short codes within a Private Branch Exchange.

Voicemail to Email – Allows voicemails to be saved as .wav files in the message center which can then be emailed to the customer or another party. *

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES (Continued)

B. Caller ID Service General Regulations

1. Any Company calling party may prevent the delivery of their Calling Party Number (CPN) and Calling Party Name (CNAM) to the called party by dialing an access code (*67 on their touch tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code activates per-call blocking. Per-call blocking is available at no charge.

If a calling party activates blocking, the CPN and CNAM will not be transmitted across the line. Instead, Caller ID subscribers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID subscriber that the calling party chose to block number/name delivery.

Per-line blocking will be offered at no charge to a particular customer upon the customer's request. Customers who request per-line blocking also have the ability to unblock their line on a per-call basis by dialing an access code (*82 or 1182) immediately prior to placing the call. The *82 (or 1182) access code deactivates per-line blocking and delivers the CPN and CNAM for that call. Per-line blocking is automatically reactivated when the customer terminates the call. The blocking of CPN and CNAM will not be provided on calls originating from pay telephone services.

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES (Continued)

B. Caller ID Service General Regulations (Continued)

2. Caller ID Service will be provided in connection with individual and multi-line residence and business lines.
3. Caller ID Service is offered on a subscription basis which requires the customer to order the service. Where Caller ID Service is available, any calling party, whether they subscribe to Caller ID or not, has per-call blocking capability, unless that customer calling from a pay telephone service.
4. The Company shall not be liable for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a telephone number and/or name which the calling party has requested to be omitted from the telephone directory or the disclosing of such telephone number and/or name to any person.

The Company shall not be liable for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a telephone number and/or name which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing or misleading for any reason.

The Company shall not be liable for any and all claims for damages caused by a telecommunications utility failure to transmit the privacy indicator to the called party when such indicator has been passed on to the telecommunication utility by the Company.

5. A person may not use Caller ID service to compile and sell specific local call information without the affirmative consent or approval of the originating telephone member. This restriction does not prohibit the Caller ID subscriber from:
 - a. verifying network performance or testing the provision of caller identification service;
 - b. compiling, using, and disclosing aggregate Caller ID information; or,
 - c. complying with applicable law or legal process.

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES (Continued)

C. Caller ID Service Feature Interactions

1. Caller ID information will not be displayed under the following conditions:
 - b. If the called party is off-hook.
 - c. If the called party answers during the first ring interval.
2. Caller ID is not available with services based on distinctive ringing which have a silent interval length insufficient for CPN/CNAM transmission.
3. Identification of specific stations or extensions served by customer premise equipment is not possible. The main directory number/name associated with the customer premise equipment will be displayed.
4. Caller ID is only available where facilities permit and will be transmitted and displayed for calls made from another central office only if it is linked by appropriate facilities.
5. When Caller ID service is provided in connection with line-side PBX trunk connections, the Company makes no guarantee that the calling party information will be delivered in a manner such that the customer's equipment will be able to transmit that information to the stations or extensions serviced by the customer premise equipment. Customers subscribing to Caller ID services in conjunction with line-side PBX connections are responsible for the provision of compatible customer premise equipment which will receive, translate, display and/or store the transmitted data. The installation, repair, and technical capability of that equipment to function in conjunction with Caller ID Service on line-side PBX connections will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any damage to the customer's equipment due solely to the transmission of the calling party information or for any incompatibility of the customer's equipment to perform satisfactorily with the information transmitted.

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES (Continued)

D. Rates and Charges

Customers subscribing to the following features receive unlimited usage for a flat monthly rate. The rates and charges shown below apply in addition to the established rates and charges for each local exchange access line with which these features are associated.

	Monthly Rate		Non-Recurring Charge	
	Residential	Business	Residential	Business
3-Way Calling	\$2.00	\$4.00	\$13.95	\$15.00
Anonymous Call Rejection	2.00	4.00	13.95	15.00
Auto Redial	2.00	4.00	13.95	15.00
Call Blocker	0.00	0.00	13.95	15.00
Call Forward –NoAnswer	2.00	4.00	13.95	15.00
Call Forwarding	2.00	4.00	13.95	15.00
Call Forward – Busy Line	2.00	4.00	13.95	15.00
Call Forwarding – Busy/No Answer	2.00	4.00	13.95	15.00
Call Return	2.00	4.00	13.95	15.00
Call Transfer Disconnect	2.00	4.00	13.95	15.00
Call Waiting ID	2.00	4.00	13.95	15.00
Call Waiting/Cancel Call Waiting	2.00	4.00	13.95	15.00
Caller ID Name	2.00	4.00	13.95	15.00
Caller ID Number	2.00	4.00	13.95	15.00
Caller ID-Name & Number	4.00	8.00	13.95	15.00
Circular Hunting	2.00	4.00	13.95	15.00
Distinctive Ring	2.00	4.00	13.95	15.00
Distinctive Ring/Addl Line	2.00	4.00	13.95	15.00
Preferential Hunting	2.00	4.00	13.95	15.00
Priority Call			13.95	15.00
Remote Access to Call Forwarding	2.00	4.00	13.95	15.00
Selective Call Forwarding	2.00	4.00	13.95	15.00
Simultaneous Call Forwarding	2.00	4.00	13.95	15.00
Switch Call Forwarding	10.00	15.00	13.95	15.00
Speed Calling 30	2.00	4.00	13.95	15.00
Speed Calling 8	2.00	N/A	13.95	N/A
Toll Restriction*	4.75	4.75	13.95	15.00
Enterprise Hosted PBX	N/A	19.95	N/A	15.00
Professional Hosted PBX	N/A	14.95	N/A	15.00

- Lifeline Service customers may receive Toll Restriction without paying a monthly rate or non-recurring charge.

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES (Continued)

E. Feature Packages

Feature packages allow customers to obtain several features at discounted rates if they subscribe to any of the offerings described in this section. Subscription to cable television services and security/alarm services offered by the Entouch family of companies is required as a qualification for subscription to feature packages.

Business and residential customers who subscribe to five or more features will be eligible to receive discounts on the CLASS features as high as 85%.

Hosted PBX customers will be eligible for bulk discounts as much as 85% on more than four Hosted PBX lines. Customers receiving these discounts will also be eligible for similar discounts on associated Enterprise and Professional calling feature packages.

Residential and business feature packages may include a discounts of up to 85% on intrastate and domestic long distance. (N)

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING/CLASS SERVICES (Continued)

E. Feature Packages

(Continued)

MISCELLANEOUS SERVICES

V. 900/976 CALL RESTRICTION

A. General

1. 900/976 Call Restriction is a central office service which allows a customer to restrict access to certain outgoing local and long-distance calls from their exchange access line. Call Restriction precludes completion of calls placed by dialing numbers preceded by 1+900 or 976. These calls are also referred to as pay-per-call information services. Calls placed to 976 numbers using the Long Distance Message Telecommunications Network (i.e., 1+976 or 1+(NPA)+976), may not be screened by the Company and may not be included in Call Restriction service. This restriction is placed on all lines as a courtesy, and may be removed at any time free of charge by customer request.
2. Calls placed to restricted numbers from an access line equipped with Call Restriction service will be directed to a central office announcement where available.
3. Call Restriction service requires special facilities. In areas where special facilities are not available, all access to pay-per-call information services will be blocked.
4. Call Restriction is offered only in conjunction with Residence and Business exchange access line or trunk service.
5. The minimum contract period for this service is one month.
6. With the exception of disconnection of local exchange service, the General Rules and Regulations of the Company regarding payment for services, as outlined in this tariff, apply to 900 and 976 services.
7. The Company shall be held harmless from any and all losses resulting from the blocking of pay-per-call information services, pursuant to the authority granted in the Public Utility Commission of Texas' Substantive Rule 26.124.

MISCELLANEOUS SERVICES

V. 900/976 CALL RESTRICTION (Continued)

B. Mandatory Call Blocking

1. The Company will not disconnect local telephone service for non-payment of charges for 900 and 976 services. The Company may elect to block access to pay-per-call information services from a subscriber's line if charges for 1+900 and/or 976 services originating from the customer's line are not paid. The Company will use its normal billing and collection investigation procedures for toll to determine if blocking is necessary.

C. Rates and Charges

A nonrecurring service charge is applicable for each incident of Call Restriction service with the following exceptions:

1. The initial incident of individual Call Restriction service;
2. A customer with Call Restriction service requests a transfer of service and reestablishment of 900/976 Call Restriction on the same service order.

	Monthly Rate		Non-Recurring Charge	
	Residential	Business	Residential	Business
900/976 Call Restriction	0.00	0.00	\$13.95	\$15.00
Mandatory Call Blocking	4.75	4.75	13.95	15.00

(1) Applicable Secondary Service Order Charge as set forth in Section 2 of this Tariff.

MISCELLANEOUS SERVICES

VI. DIRECT INWARD DIALING (DID) SERVICE

A. General

1. Direct Inward Dialing Service consists of the central office switching equipment necessary to provide direct inward dialing from the local exchange and long distance telecommunications network to stations and attendant positions associated with customer premises switching systems.
2. The provision of DID Service is subject to the availability of Company facilities and telephone numbers and the utilization of appropriate customer premises equipment.
3. DID Service must be provided on all lines in a trunk or access line group arranged for inward service. The service does not contemplate the routing of calls to selected numbers within the direct inward dialing number group over a separate trunk or access line group.
4. The operational characteristics of interface signals between Company-provided connecting arrangements and customer-provided switching equipment must conform to Company specifications.
5. The Company shall not be responsible to the customer or authorized user if changes in protection criteria or in any of the facilities, operations or procedures of the Company render any customer-provided facilities obsolete, require modification thereof or otherwise affect the use of performance of such facilities.
6. The Company will provide directory listings in accordance with the regulations included in this Tariff. Direct inward dialing numbers furnished under these provisions are not entitled to free directory listings.
7. Customer-premises switching systems must be able to intercept unused numbers transmitted to the switching equipment.
8. The rates and charges for this service contemplate the use of standard Company equipment and serving arrangements.
9. Direct Inward Dialing telephone numbers are normally provided in blocks of 100 consecutive numbers. However, the blocks may be provided on a non-consecutive basis if this is within the normal limitations of the serving office. The Company retains the rights to the telephone numbers used in DID Service as provided in Section 6 of this tariff.

MISCELLANEOUS SERVICES

VI. DIRECT INWARD DIALING (DID) SERVICE (Continued)

B. Rates and Charges

The Company will establish rates for Direct Inward Dialing Service(s), and associated services on an individual case basis.

(1) Applicable Service Charges are set forth in Section 2 of this Tariff.

MISCELLANEOUS SERVICES

VII. 911 TELECOMMUNICATIONS SERVICE

A. General

1. When requested by local government authorities, the Company will provide 911 Telecommunications Service (911 Service) for the purpose of voice reporting emergencies by the public.
2. Any person dialing 911 from a telephone that is usable for local exchange telephone network access and arranged to provide 911 Service will be automatically connected to the appropriate Public Safety Answering Point (PSAP) for that telephone. A PSAP is the answering point for a 911 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer first; Secondary PSAPs receive calls on a transfer basis only.
3. 911 calls originated from the Company's Local Exchange Service access facilities shall be completed to the appropriate PSAP without a charge being assessed to the calling party by the Company.
4. 911 service may be classified as Basic Service or Enhanced Service.
 - a. Basic 911 Service provides for routing all 911 calls originated by telephone having telephone numbers beginning with a central office prefix code or codes to the designated PSAP that is equipped to receive those calls. Basic 911 Service has certain inherent features and optional features that may or may not be available with Enhanced 911 Service.
 - b. Enhanced 911 Service provides certain features such as Automatic Number Identification and/or Automatic Location Identification, or selective routing of 911 calls. Enhanced 911 Service has certain other inherent and optional features that may or may not be available with Basic 911 Service.

MISCELLANEOUS SERVICES

B. Regulations

These regulations apply to both Basic and Enhance Service, as appropriate.

1. This offering is limited to the provision and use of the digits 911 as the Universal Emergency Telephone Number (Code), and is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies.
2. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP.
3. The Company will not provide both Basic Service and Enhanced Service within a given central office.
4. 911 Service is one-way service only.
5. The Company is obligated to supply the 911 Service Provider(s) in the Company's service areas with accurate information necessary to update the 911 database.

C. Liability

1. The services provided pursuant to this Tariff do not include the monitoring of facilities to discover errors, defects and malfunctions in 911 services, facilities, or operations, nor does the Company undertake such responsibility. The Company will be responsible for making such operational tests as, in the judgment of the Company, are required to determine whether 911 calls are functioning properly for its use. The Company will promptly notify the proper 911 agency in the event the system is not functioning properly.
2. The Company's liability to the Customer, to any party dialing 911 using the Customer's facilities or to any other party or persons, for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the gross negligence of the Company or otherwise, will not exceed the amount equivalent to the pro-rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages will be in addition to any outage credits. This limitation of liability will be in addition to any other limitations contained elsewhere in this Tariff.
3. The Company is not responsible for any losses, claims, demands, suits, damages or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities used to furnish this service.
4. The Company is not responsible for any infringement or invasion of the right of

MISCELLANEOUS SERVICES

privacy or confidentiality 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, location or use of 911 Service features and any equipment or facilities associated therewith, or by any services furnished by the Company, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the gross negligence or other wrongful act of the Company, the customer, its users, agencies, or municipalities, or the employees or agents of any one of them.

5. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described below:

A customer residing in a 911 Service district forfeits the privacy afforded by non-published and/or non-listed telephone service to the extent that the customer's name, telephone number, and address associated with the customer's service location are furnished to the 911 service administrator, 911 public safety answering point (PSAP) or 911 service database. When a Customer with a non-published 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 governmental authority responsible for emergency 911 service, upon request of such governmental authority.

MISCELLANEOUS SERVICES

VIII. DIRECTORY ASSISTANCE SERVICE

A. General

1. The Company furnishes Directory Assistance Service whereby customers may request assistance in determining directory information.
2. A customer request for directory assistance is any call to a directory assistance attendant.
3. The rates set forth below apply to calls from customers whose request for directory information are handled by the Company's Directory Assistance Provider.
4. A maximum of two (2) telephone numbers may be requested per call to a directory assistance attendant.
5. Charges for Directory Assistance Service are not applicable to calls placed from hospitals or from customers whose physical, visual, mental or reading handicaps prevent them from using the telephone directory. The method of exempting those handicapped customers shall be via completion of an exemption form supplied by the Company and the Company's acceptance of that form.

MISCELLANEOUS SERVICES

VIII. DIRECTORY ASSISTANCE SERVICE (Continued)

B. Rates and Charges

1. For customer direct dialed calls to the directory assistance attendant and calls connected to Local Directory Assistance by the '0' operator, a charge of \$ 3.10 per call is applicable. For customer direct dialed calls and calls connected to Regional or InterLATA Directory Assistance, a charge of \$3.10 per call is applicable.
2. Where the customer places a call to the directory assistance attendant via an operator, or had directory assistance charges billed to a calling card or to a telephone number other than the originating number, the charge for each call (maximum of two requests per call) is \$3.10.

MISCELLANEOUS SERVICES

IX DIRECTORY ASSISTANCE CALL COMPLETION

A. General

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance (DA) operator. The call may be completed automatically or by the Directory Assistance operator.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a Telecommunications Company calling card, billing to a third number, or collect.

Where facilities permit, DACC will be offered to all classes of service with the following exception:

- Call completion is not available from pay telephones.
- Call completion is not available from Hotels.

B. Description of Service

The three types of DACC offered are as follows:

1. Fully-Automated DACC - The customer receives the requested directory number from an automated voice system. The customer accepts DACC by depressing "1" from a Touch-Tone telephone when prompted by the DACC announcement.
2. Semi-Automated DACC - The customer receives the requested directory number and then requests the operator to provide call completion to the requested number.
3. Person-to-Person DACC - The customer receives the requested directory number and then requests the operator to complete the call to a specified person.

MISCELLANEOUS SERVICES

IX. DIRECTORY ASSISTANCE CALL COMPLETION (Continued)

C. Allowances

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in the Directory Assistance Service section of this tariff.

D. Exemptions

1. For local calls, charges for DACC are not applicable to calls placed by those customers whose physical, visual or reading handicaps prevent them from using the telephone directory.
2. For intraLATA calls, the rate for fully-automated DACC and the appropriate long distance message charges will apply to calls placed by customers described above.

E. Rates and Charges (1)

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

<u>Directory Assistance Call Completion</u>	<u>Rate Per Call</u>
Fully-Automated DACC	
- Sent-Paid, NonCoin	\$3.10
- Telecommunications Company Calling Card	\$3.10
- Collect, or Bill to Third Number	\$3.10
Semi-Automated DACC	
- Sent-Paid or Telecommunications or Company Calling Card	\$3.10
- Collect, or Bill to Third Number	\$3.10
Person-to-Person DACC	\$3.10

(1) There is no charge if the called number is busy or there is no answer.

MISCELLANEOUS SERVICES

X. OPERATOR SERVICES

A. General

1. The Company furnishes Operator Services whereby customers may request assistance in dialing a local number, requesting a local person-to-person call, billing a local call to a telephone calling card or to a third number; placing a local collect call, verifying the status of a line and interrupting a conversation already in place. Customers may also request Operator Assistance in dialing long distance station-to-station, person-to-person, collect, telephone calling card or to a third number, verification of the status of a line and interrupting a conversation already in place.
2. The rates set forth below apply to calls from customers whose request for Operator Assistance are handled by the Company's Operator Services Provider.

B. Rates and Charges

4. Rates for Local Operator Assistance are as follows:

Description	Rate Per Occurance
<u>Station-to Station Services</u>	
<u>Calling Card</u>	
Non-Automated	3.10
Semi-Automated	3.10
Fully-Automated	3.10
<u>Collect and Billed to a Third Number</u>	
Non-Automated	3.10
Semi-Automated	3.10
Fully-Automated	3.10
<u>Sent Paid</u>	
Non-Automated	3.10
Semi-Automated	3.10
<u>Person-to-Person</u>	
Non-Automated	3.10
Semi-Automated	3.10
<u>Other Services</u>	
Line Status Verification	3.10
Busy Interrupt	3.10

MISCELLANEOUS SERVICES

X. OPERATOR SERVICES (Continued)

B. Rates and Charges (Continued)

2. Rates for Long Distance Operator Services provided by the Company are:

Description	Rate Per Occurance
<u>Station-to Station Services</u>	
<u>Calling Card</u>	
Non-Automated	\$3.10
Semi-Automated	\$3.10
Fully-Automated	\$3.10
<u>Collect and Billed to a Third Number</u>	
Non-Automated	\$3.10
Semi-Automated	\$3.10
Fully-Automated	\$3.10
<u>Sent Paid</u>	
Non-Automated	\$3.10
Semi-Automated	\$3.10
<u>Person-to-Person</u>	
Non-Automated	\$3.10
Semi-Automated	\$3.10
<u>Other Services</u>	
Line Status Verification	\$3.10
Busy Interrupt	\$3.10

MISCELLANEOUS SERVICES

XI. INTRASTATE TOLL SERVICE (N)

A. General

1. The Company furnishes IntraLATA, Intrastate and Domestic Metered Toll Service accessible by 1+ dialing from Local Access Lines where ETS Telephone is the Presubscribed Interexchange Carrier. Service may be provided by an underlying interexchange carrier and will appear on the customers' bill within ninety (90) days of the calls being completed.
2. The rates set forth below apply to calls from customer lines which are presubscribed to ETS Telephone for IntraLATA, Intrastate and/or Domestic Toll Service. .

B. Rates and Charges

1. Rates for IntraLATA, Intrastate and Domestic Metered Toll Service will not exceed:

	<u>Day / Evening</u>	<u>Night</u>	
Residential	\$0.05	\$0.05	(N)
Business	\$0.05	\$0.05	(N)

2. Block of Time plans in increments of 250 minutes of use will be available for Business and Residential Customers. Block of Time plans are billed in advance. IntraLATA, Intrastate and Domestic usage that exceeds the purchased level will be billed at the maximum rates listed above. International calling, Directory Assistance, Directory Assistance Call Completion and Operator Handled calls are not eligible for Block of Time rates and will be billed at the higher rate.

	<u>Residential</u>	<u>Business</u>	
250 Minutes	\$4.00	\$4.00	(N)
500 Minutes	\$8.00	\$8.00	(N)
750 Minutes	\$11.00	\$15.00	(N)
1000 Minutes	\$15.00	\$19.00	(N)

XII. RESERVED FOR FUTURE USE

MISCELLANEOUS SERVICES

XIII. VOICE MAIL

A. General

Voice Mail enables a customer to record spoken messages for playing back at a later time when the customer is able to listen to messages.

Basic Voice Mail - A customer can have a greeting not to exceed 1 minute. With Basic Voice Mail, a customer can receive up to 15 messages, each with maximum 2 minute length. The messages are retained in the system for thirty (30) days.

Voice Mail Multi - A customer can have a greeting not to exceed 2 minutes, and routing to up to 4 Basic Voice Mail boxes which can receive up to 15 messages, each with a maximum 2 minute length. The messages are retained in the system for thirty (30) days.

B. Rates and Charges

	Monthly Rate		Non-Recurring Charge	
	Residential	Business	Residential	Business
Basic Voice Mail	7.95	7.95	\$13.95	\$15.00
Voice Mail Multi	19.95	19.95	\$13.95	\$15.00

MISCELLANEOUS SERVICES

XIV. RESERVED FOR FUTURE USE

MISCELLANEOUS SERVICES

XV. TAXES, FEES AND SURCHARGES

A. Obligations of the Customers

The customer is responsible for the payment of any federal, state and local sales and use taxes, gross receipts taxes, excise, access or other similar taxes (however designated), and surcharges or fees (however designated), imposed on or based on the provision, sale or use of the Company's facilities and/or services. Where the Company provides local exchange services to Customers through resale of other telephone companies' services, the Company may recover from its Customers all such taxes, fees or surcharges billed to the Company by other telephone companies.

Such taxes, fees or surcharges shall be separately designated on the Company's invoices. All such taxes, fees, charges or surcharges that are separately identified on bills to customers are not included in the quoted rates and charges.

Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from the customers residing in the affected jurisdictions.

Customers may be responsible for payment of any such taxes, fees, charges or surcharges that subsequently become applicable retroactively.

B. Municipal Franchise Fees

Residential, non-residential and point-to-point access lines provided pursuant to this tariff are subject to a municipal franchise fee as established for the city in which the end user of the access line is located. Effective with the charges billed on or after March 1, 2000, the monthly recurring municipal charge will be equal to a monthly amount developed using criteria recommended by each local municipality with information supplied by certificated telecommunications providers (CTPs). The fee will be assessed as a per-line charge on the customers' bills.

This municipal charge results from the implementation of House Bill 1777 – Telecommunications Franchise Law, which allows all municipalities to be compensated by CTPs for right-of-way usage. The fee has been developed and/or allocated across rate classifications according to local municipal guidelines.

The rates associated with specific cities are identified in Commission-approved documents or orders.

MISCELLANEOUS SERVICES

XV. TAXES, FEES AND SURCHARGES (Cont'd)

C. State Universal Service Fund Contribution Charge

Customers will be assessed a monthly charge on all applicable telecommunications services, on a pro-rata basis, to cover the cost of contributions that the Company is required to make to the Texas Universal Service Fund (TUSF).

The TUSF Surcharge will be identified on the retail Customer's bill with any description required under the Commission's rules.

All eligible telecommunications service charges on a retail Customer's bill, except for Lifeline Service, will be assessed a TUSF Surcharge based on the TUSF assessment rate calculated by the TUSF administrator and approved by Commission Order. The TUSF assessment may be changed periodically by the Commission due to assessment fund and revenue changes.

D. Reserved for Future Use

INTERCITY SERVICES

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INTERCITY SERVICES

**I. INTRASTATE CARRIER COMMON LINE AND SWITCHED ACCESS SERVICES
TARIFF**

The Company has established originating usage sensitive intrastate switched access rates that do not exceed the weighted statewide average composite usage sensitive switched access rates established by the Public Utility Commission of Texas. The Company's terminating usage sensitive rates comply with FCC Order 11-161 and mirror interstate rate structure and are at or below Company's interstate rates as set out in NECA Tariff No. 5.

Element	Rate	
Originating Carrier Common Line	\$0.0025791	
Originating Local Switching	\$0.0086604	
Originating Transport	\$0.0005074	
Terminating Local End Office Switching	\$0.0000000	(R)
Terminating Tandem Switched Termination	\$0.0022330	(R)
Terminating Tandem Switched Transport Facility	\$0.0004300	(R)

INTERCITY SERVICES

**II. INTERSTATE CARRIER COMMON LINE AND SWITCHED ACCESS SERVICES
TARIFF**

ETS Telephone Company, Inc. adopts the terms and conditions of the National Exchange Carriers Association (NECA) Tariff No. 5 on file as of the effective date of this tariff. The Company makes itself a party to such tariff until this adoption is revoked or canceled by the Company.

INTERCITY SERVICES

III. OTHER RULES AND REGULATIONS

In addition to the rules and regulations set forth in this tariff section, the General Rules and Regulations established in Section 11 are also applicable to any service and facilities provided herein.

ADVANCED SERVICES

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LIFELINE SERVICE

I. LIFELINE PROGRAM

A. General

1. Lifeline Service is a telecommunications service assistance program designed to provide residential basic local exchange access service at a discounted rate to qualifying low-income customers. Services supported under the program are single-party service; voice grade access to the public switched telephone network; Dual Tone Multi-frequency signaling or a functional equivalent; access to emergency services; access to operator services; access to interexchange service; access to directory assistance and optional toll restriction.
2. The applicant must be the head of household or spouse of the head of household.
3. Lifeline Service discounts are applicable to the primary line at the customer's principal place of residence and shall apply to only one (1) telephone line per household. Household is defined as any individual or group of individuals who are living together as an economic unit ("economic unit" defined as "all adult individuals contributing to and sharing in the income and expenses of a household").
4. Lifeline service discounts will not be provided on a retroactive basis.
5. The monthly Lifeline Service discount does not apply to service connection charges, or to long distance service, 976 and other information provider services, or any other optional services or functionalities such as custom calling features, extended area type services, additional directory listings, construction charges, etc. Customers may choose to subscribe to such services, where available, at their discretion.
6. A customer otherwise eligible to receive Lifeline Service shall not be prohibited from obtaining and using telecommunication equipment and services designed to aid such customer in utilizing the qualifying telecommunication services.
7. The Company will offer toll restriction at no charge to all eligible customers at the time Lifeline Service is requested. If the customer elects to receive toll restriction that service shall become part of the customer's Lifeline Service. Eligible customers who are establishing new service will not be required to pay a deposit if they voluntarily elect to add toll restriction.

LIFELINE SERVICE

B. Eligibility Requirements

1. Qualifying Low-income (Eligible) Customer Criteria for State Lifeline Discount (T)
 - a. Qualifying customers are those applicants that 1) certify that they are an eligible resident of Tribal lands; or 2) have a household income at or below 150% of the federal poverty guidelines; or 3) receive benefits from or have a person who resides or have a child who resides in the customer household that receives benefits from an of the following programs: (T)
 - Medicaid
 - Supplemental Nutrition Assistance Program (SNAP)
 - Supplemental Security Income (SSI)
 - Federal public housing assistance/ Section 8 (FPHA)
 - Low-income Home Energy Assistance Programs (LIHEAP)
 - Temporary Assistance for Needy Families (TANF)
 - National School Lunch Program's free lunch program
 - Health benefits coverage under the State Child Health plan under Chapter 62, Health and Safety Code
 - b. Customers who meet the low-income requirements for qualification but do not receive benefits under the listed programs may complete a self-enrollment applications form for Lifeline Service benefits. (T)
2. An eligible customer for the federal Lifeline discount shall be defined as an individual meeting the eligibility requirements set forth in 47 C.F.R. Section 54.409. (T)
(T)

C. Procedures for Establishing Eligibility

1. Customer eligibility will be confirmed by the Texas Low-Income Discount Administrator (LIDA).
2. Applicants or customers who participate in LIHEAP or FPHA programs, or who meet the income eligibility requirement may self-enroll for Lifeline service by completing an application form. The Company or LIDA will send a blank application form upon request, and the customer must complete the form and return it to LIDA.
3. On a monthly basis, the Company will send a list of customers to LIDA. LIDA will match the names with the Texas Health and Human Services Commission file containing the names of applicants who receive benefits from Medicaid, food stamps, health benefits coverage under the state child health plan, or SSI. LIDA will then send a file to the Company of new customers who are eligible for Lifeline Service. The Company will utilize this file to provide the Lifeline discount to eligible Company customers. (D)
(T)
4. All Lifeline customers need to re-certify every year. (T)

LIFELINE SERVICE

D. Provision of Service

1. The Company will enroll customers in or remove them from Lifeline Service within 30 days of receipt of the list from LIDA.
2. Existing eligible customers whose telephone service does not qualify for Lifeline Service will be contacted by direct mail of changes necessary to satisfy Lifeline Service criteria. The customer will be advised that no service charges will be incurred to change the service, and that persons choosing not to make the required changes to their service will not receive reduced rates for Lifeline Service. When the eligible customer changes his/her telephone service to qualifying services, the Company will begin reduced billing at the time the change becomes effective.

E. Payments and Disconnection of Service

1. A Lifeline customer is required to adhere to the same bill payment policies that apply to all of the Company's customers.
2. The Company will not disconnect Lifeline Service for non-payment of toll charges. However, the Company reserves the right to apply a toll block to the accounts of customers who are delinquent in payment of their toll charges until that amount is paid.

LIFELINE SERVICE

F. Lifeline Service Discounts

1. Lifeline Service qualifying low-income customers will receive the following discounts:

a. Federal Credit up to \$9.25* (T)

b. Additional State Reductions to the monthly amount of intrastate charges due for supported services:

State-approved reduction	\$3.50
--------------------------	--------

(D)

G. Service Charges

1. Effective April 1, 2012, Link Up Assistance is eliminated pursuant to the FCC's Lifeline and Link Up Reform and Modernization Report and Order and Further Notice of Proposed Rulemaking, WC Docket No. 11-42, FCC 12-11 (rel Feb. 6, 2012).

Service charges do not apply when eligible customers with existing residential service convert to Lifeline Service.

2. Service charges apply when:

a. Existing eligible residential local exchange access service customers request additional features such as special or custom calling features, at the time Lifeline Service billing is initiated.

b. A customer receiving Lifeline Service voluntarily elects to convert to a telephone service arrangement which precludes eligibility for Lifeline Service.

(D)

3. Any subsequent moves or changes after the initial connection to Lifeline Service will be subject to applicable service charges.

* As set forth in 47 C.F.R. 54.403, qualifying customers may receive support of up to \$9.25 on qualifying services. Federal Lifeline support for stand-alone basic residential voice service will be reduced to \$7.25 effective December 1, 2019 and to \$5.25 effective December 1, 2020. Effective December 1, 2021, stand-alone basic residential voice service will no longer be eligible for federal Lifeline support.

(T)

(T)

LIFELINE SERVICE

II.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

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**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

I. APPLICATION OF TARIFF

The rules and regulations contained in this Section apply to the services and facilities provided by the Company in the State of Texas. These rules and regulations are in addition to those contained in the Switched Access Services Tariff. When services and facilities are provided in part by the Company and in part by other connecting companies, the regulations of the Company apply to the portion of the services or facilities furnished by the Company. Failure on the part of the customer to observe these rules and regulations after due notice of such failure, automatically gives the Company the right to discontinue service to that customer.

- A.** In the event of a conflict between any rate, rule, regulation or provision contained in this tariff and any rate, rule, regulation or provision contained in the tariffs of Companies in which the Company concurs, the rate, rule, regulation or provision contained in this tariff shall prevail.
- B.** Should there be any conflict between this tariff and the Rules and Regulations of the Public Utility Commission of Texas (the Commission) which apply to holders of Service Provider Certificates of Operating Authority, the Commission's rules shall apply unless otherwise established by the courts.

II. AVAILABILITY OF FACILITIES

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

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

III. CUSTOMER SERVICE AND PROTECTION

This part of the Rules and Regulations Section of the tariff provides information to telephone consumers about: resolving disputes with the Company, applying for service, the classification of residential and business rates, billing, and refusal of service, disconnection of service and cancellation of service. The Company relies on principles established by the Public Utility Commission of Texas Substantive Rules. As such, the rules set forth below reflect the Commission's Substantive Rules that are applicable to Non-Dominant Certificated Telecommunications Utilities, or rely on the Commission's Substantive Rules that are applicable to Dominant Certificated Telecommunications Providers.

A. Resolution of Disputes

Any customer or applicant for service who wishes to dispute any action or determination of the Company under the Company's customer service rules shall be given an opportunity for a supervisory review by the Company, upon request. Any customer may contact the Commission to lodge a complaint about any action or determination of the Company.

B. Application for Service

Application for service, or requests from customers for additional service or changes in the grade or class of service, become contracts when received by the Company and are subject to the minimum contract term of one month unless specified otherwise. The Company reserves the right to require application for service to be made in writing on forms supplied by it.

C. Refusal of Service

The Company may decline to serve an applicant until such applicant has complied with the state and municipal regulations and the Company-approved rules and regulations on file with the Commission governing the service applied for.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

III. CUSTOMER SERVICE AND PROTECTION (Continued)

D. Application of Rates

1. Business rates apply at the following locations:
 - a. in offices, stores, factories, and all other places of a strictly business nature;
 - b. in boarding houses (except as noted below), offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs, or lodges, public, private or parochial schools, colleges, hospitals, libraries, churches, and other similar institutions, except in churches and lodges as specified below;
 - c. at residence locations when the customer has no regular business telephone, and the use of the service either by himself, members of his household or his guests, or parties calling him can be considered as more of a business than a residential nature. This fact might be indicated by some form of advertising, or when such business use is not typically characteristic of residential telephones usage;
 - d. at residential locations where the service is located in a shop, office or other place of business;
 - e. in college fraternity houses where the members lodge within the house; and/or
 - f. at any location where the location and expected usage of telephone service at that location are indicative of a business, trade or profession.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

III. CUSTOMER SERVICE AND PROTECTION (Continued)

D. Application of Rates (Continued)

2. Residence rates apply at the following locations:
 - a. in a private residence where business listings are not provided;
 - b. in private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use and which are not advertised as a place of business;
 - c. in the place of residence of a clergyman, physician, nurse or other medical practitioner, provided the office is located in their residence and is not a part of an office building. In any such cases, the listing may indicate the customer's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply;
 - d. in a private stable or garage when strictly a part of a domestic establishment;
 - e. in churches where the service is not accessible for public use as in a clergyman's study; and/or
 - f. in fire department dormitories or sleeping quarters where the telephone number is not published, and the telephone is not available for use by the general public.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

III. CUSTOMER SERVICE AND PROTECTION (Continued)

E. Advance Payments

When making application for service, the applicant may be required to pay, at the time the application is accepted, the service connection charge, if applicable, and the first month's charges for exchange service, excluding charges for local messages in excess of the monthly guarantee. In all cases, the regular monthly charges for service are payable as specified in the Telephone Services Tariff. The provisions of this paragraph affect the initial payment only and not the subsequent billing and collecting practices as elsewhere provided in this tariff.

F. RESERVED FOR FUTURE USE

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

III. CUSTOMER SERVICE AND PROTECTION (Continued)

G. Billing and Payment for Service

1. The customer is responsible for payment of all charges for services furnished, including charges for service originated or accepted at his access line.
2. Installment Billing Arrangements for Nonrecurring Charges

Installment billing will allow the payment of nonrecurring charges over a period of up to three (3) months. When multiple service orders are issued for the same due date, for the same premises and for the same customer, the installation charges must be equal to or greater than \$60.00, in order to qualify for an installment billing arrangement. This arrangement is not available when a tariff includes a specific provision for the deferred payment of non-recurring charges associated with a particular service offering, such as construction charges.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

III. CUSTOMER SERVICE AND PROTECTION (Continued)

G. Billing and Payment for Service (cont'd)

3. Disputed Bills

In the event of a dispute between a customer and the Company over any bill for utility service, the Company shall make an appropriate investigation and report the results to the customer.

4. a. The customer shall pay all charges for monthly service in advance. Payment is due on or before the due date which will be not less than sixteen (16) days after issuance of the bill. The postmark, if any, on the envelope of the bill, or the issuance date on the bill, if there is no postmark on the envelope, shall constitute proof of the date of issuance. If the due date falls on a holiday or a weekend, then the due date shall be the next business date after the due date.

b. If payment is not received at the Company's authorized payment center by close of business on or before the due date, the Company will notify the customer in writing that the account is delinquent. The Company may discontinue service ten (10) days after written notice has been sent to the customer.

5. Any partial payments made by residential customers will first be allocated to basic local telecommunications service.

6. The Company reserves the right to assess a delinquent penalty on any amount not paid by a customer by the due date of the bill. No fee, penalty, interest or other charges will be assessed to an agency in any branch of State government for delinquent payment of a bill.

7. Any applicant or one for whom an application is made, owing the Company for service furnished under a former contract, shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid before any additional service will be furnished.

8 Adjustments of Charges for Service Interruptions

In the event a customer's service is interrupted other than by the negligence or willful act of the customer and remains out of order for twenty-four (24) hours or longer after access to the premises is made available and after the customer reports to the Company that the service is out of order, the Company may make an appropriate adjustment to the customer's bill.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

III. CUSTOMER SERVICE AND PROTECTION (Continued)

H. Discontinuance of Service

1. Discontinuance with notice.

Proper notice consists of a separate mailing or hand delivery at least ten (10) days prior to the stated date of disconnection.

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

- a. failure to pay a delinquent account for telephone service;
 - b. violations of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or relating to the operation of nonstandard provided equipment, if a reasonable attempt has been made to notify the customer, and the customer has been afforded a reasonable opportunity to remedy the situation; and/or
 - c. a returned check from the customer.
2. Telephone service may be disconnected without notice under either of the following conditions:
- a. a known dangerous condition exists; and/or
 - b. service is connected without authority by a person who has not applied for service or who has reconnected service without authority.
3. Collection costs.

The customer is responsible for all collection costs, including attorney's fees, incurred by the Company as a result of any breach of contract by the customer.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

III. CUSTOMER SERVICE AND PROTECTION (Continued)

H. Discontinuance of Service (Continued)

4. Disputes.

In the event of a dispute between a customer and the Company, the Company shall not disconnect service pending completion of a supervisory review of the dispute as provided in Part III. Paragraph A., above.

5. Mandatory Toll Blocking

In the case of non-payment of long distance charges the Company may block a residential customer from making toll calls, either by initiation of the Company or at the request of a long distance carrier. The Company will notify the customer within 24 hours of initiation of toll blocking.

I. Cancellation of Application for Basic Service

When the customer cancels an application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies.

When installation of service has been started prior to the cancellation, a cancellation charge equal to the minimum service charge shall apply.

Where special construction has been started prior to the cancellation, a charge equal to the cost incurred in the special construction, less net salvage, applies. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection with the installation which would not otherwise have been incurred.

J. Termination of Service

The customer may terminate service prior to the expiration of the initial contract period after giving notice to the Company, and after payment of the termination charges given below, in addition to all charges due for service which has been furnished.

1. In the case of service for which the initial contract period is one month, the charges are due for the balance of the initial month.
2. Service may be terminated after the expiration of the initial contract period after notifying the Company and payment of charges due to the date of termination of the service as provided elsewhere in this tariff.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

IV. USE OF SERVICE AND FACILITIES

A. Use of Service

1. The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with his usage, or that of any of his authorized users.
2. Transmitting Messages - The Company does not transmit messages but offers the use of its facilities for communications between its customers.
3. Use of Lines of Other Companies - When suitable arrangements can be made, lines of other telephone companies may be used in establishing connections to points not reached by the Company's lines. In establishing connections with the lines of other companies, the Company is not responsible or liable for any action of the connecting company.
4. Unauthorized Attachments or Connections - No unauthorized equipment, accessory, apparatus, circuit or device shall be attached to or connected with Company facilities. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his premises because of the use of such attachments or connections.
5. Except as otherwise provided in this Tariff, nothing herein shall be construed to permit the use of a device to interconnect any Company-owned line or channel with any other communications line or channel of the Company or of any other person.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

IV. USE OF SERVICE AND FACILITIES

A. Use of Service (continued)

6. Use of Automatic Dial Announcing Devices

- a. An automatic dial announcing device is any automatic equipment used for telephone solicitation or collection that:
 - 1) is capable of storing numbers to be called, or has a random or sequential number generator capable of producing numbers to be called; and
 - 2) is capable, alone or in conjunction with other equipment, of conveying a prerecorded or synthesized voice message to the number called.
- b. Disconnection – The Company may disconnect or refuse to connect service to a person using or intending to use an automatic dial announcing device if it determines that:
 - 1) the device does not comply with the line seizure requirements in 47 C.F.R. §68.318(c)(2);
 - 2) the user of the device does not comply with the provisions of the Commission Substantive Rule §26.125, Automatic Dial Announcing Devices;
 - 3) the device is not compliant with any other state or federal rules or orders applicable to ADADs; or
 - 4) the device is causing or may cause network harm.
- c. The Company shall disconnect service to the person on a determination by the FCC, the Commission, or a court that the person is violating state or federal rules applicable to ADADs, and may reconnect service to the person only on a determination by the Commission or a court that the person will comply with all applicable rules. The Company on its own volition may disconnect or refuse to connect service to a person using or intending to use an automatic dial announcing device if the Company determines the device is causing or may cause network harm. The Company shall give written notice, by mail or hand delivery, if practicable, to the person using the device of its intent to disconnect service not later than the third day before the date of the disconnection, except that if the device is causing network congestion or blockage, the notice may be given by telephone or hand delivery, if practicable, on the day before the date of disconnection. The Company may, without order by the Commission or a court, disconnect or refuse to connect service to a person using or intending to use an automatic dial announcing device if the Company determines that the device would cause harm or is causing network harm.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

IV. USE OF SERVICE AND FACILITIES (Continued)

B. Obligations of Customers

1. Alterations - The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's facilities, and the customer agrees to pay the Company's current costs for such changes.
2. Use of Commercial Power - Unless specifically provided otherwise in this tariff, when commercial power is used for the operation of customer provided premises equipment, the customer provides the necessary power wiring, power outlets and commercial power and assumes all responsibility for the safe condition of the power wiring, power outlets and commercial power.
3. The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Company facilities or equipment provided by other than the Company. Such damages will be the actual cost of the materials and the actual hours required for repair of the damage multiplied by the appropriate labor rate.

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

C. Rights of the Company

1. Work Performed on an Overtime Basis - The charges specified in this Tariff do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies.
2. Work Interruption - The charges specified in this Tariff do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.
3. Ownership - Any facilities on the customer's premises furnished by the Company shall be and remain the property of the Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, terminating, inspecting, maintaining or repairing service, and making collections from pay telephones.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

IV. USE OF SERVICE AND FACILITIES (Continued)

C. Rights of the Company (Continued)

4. Impairment of Telephone Service - When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, the Company shall have the right to require the customer to contract with the Company for such additional facilities as may be necessary in the Company's judgment to remove the cause of said impairment, or if the customer refuses this requirement or will not remedy the situation, to discontinue service completely.
5. Abandonment of Telephone Service - The Company may discontinue service which has been abandoned.
6. Abuse of Telephone Service - After giving the customer a reasonable opportunity to remedy the situation and after giving proper notice, the Company may discontinue service which is used:
 - a. in such a way that interferes with the service of other telephone users;
 - b. for any purpose other than as a means of communication;
 - c. to communicate profane or obscene language;
 - d. for a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another;
 - e. in any fraudulent or unlawful manner;
 - f. in a manner which violates any of the Company's lawful regulations; or
 - g. to obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call.
7. Telephone Numbers - The Company reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by the Company.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

IV. USE OF SERVICE AND FACILITIES (Continued)

D. Liability of the Company

1. Given the customer's exclusive control of his communications over Company-provided facilities, and of the other uses for which Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.
2. The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's control, subject to the interruption allowance provisions by this tariff.
3. The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
4. Defacement of Premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence of the Company or its employees.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

IV. USE OF SERVICE AND FACILITIES (Continued)

D. Liability of the Company (Continued)

5. Interruptions of Service - In the event a customer's service is interrupted by other than the negligence or willful act of the customer, in circumstances that are wholly within the control of the Company, and it remains out of order for twenty-four (24) hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds will be made to the customer. The amount of adjustment or refund will be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. No allowance for interruption of service will be made for any period in which such service interruption is caused by malfunction or failure of customer-owned equipment.
6. Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, the customer indemnifies and holds harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from:
 - a. the use, placement or presence of the Company's facilities on the customer's premises; or
 - b. the use of customer-provided premises equipment, voltages or currents transmitted over the Company's facilities caused by customer-provided premises equipment.

Further, the customer indemnifies and holds harmless the Company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the Company's facilities or the use thereof by the customer; against claims for infringement of patents arising from, combining with, or using in connection with, facilities furnished by the Company and apparatus, equipment, and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company.

**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

IV. USE OF SERVICE AND FACILITIES (Continued)

D. Liability of the Company (Continued)

7. Liability - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring during provision of telephone service, when such circumstances are wholly within the control of the Company, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer or authorized user, or joint user, or which arise from the use of customer-provided premises equipment shall not result in the imposition of any liability whatsoever upon the Company.

GLOSSARY

The definitions specified herein apply to the intrastate service and facilities furnished by the Company in the State of Texas.

ACCESS LINE

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

AIR LINE MEASUREMENT

The shortest distance between two points.

ANCILLARY DEVICES

All terminal equipment except telephone instruments, PBX-PABX systems, key systems and data services.

ANSWERING EQUIPMENT

Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

APPLICANT

Any person, partnership, Cooperative Corporation, corporation, or any combination thereof requesting affirmative service or action from the Company.

AUTHORIZED PROTECTIVE CONNECTING MODULE

A protective unit approved by the Company which is manufactured in accordance with the design set forth in Part 68 of the Federal Communications Commission's Rules and Regulations.

AUTHORIZED USER

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

GLOSSARY

BUILDING (Same)

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

BUSINESS SERVICE

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

CALL

An attempted communication, whether completed or not.

CALLING AREA

See Local Service Area.

CANCELLATION CHARGES

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

CENTRAL OFFICE

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

GLOSSARY

CENTRAL OFFICE AREA

The area within which the customer's lines are connected to the central office operating unit, or units, established by the Company.

CENTRAL OFFICE BUILDING

A building or portion of a building containing one or more central offices. There may be more than one central office building in an exchange, and one central office building may serve more than one exchange.

CENTRAL OFFICE LINE

See Access Line.

CHANNEL

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, by wire, fiber, radio or a combination thereof; and, provided by use of a single physical facility or route.

CIRCUIT

A channel used for the transmission of energy in the furnishing of telephone and other communication services further described as:

- (a) Two-wire circuit: A circuit using one transmission path, which may be one carrier pair or one pair (two wires) of metallic conductors.
- (b) Four-wire circuit: A circuit using two one-way transmission paths, which may be two carrier paths or two pairs (four wires) of metallic conductors.

CLASS OF SERVICE

A description of telecommunications service furnished a customer which denotes such characteristics as nature of use (business or residence) or type of rate.

COMMISSION

The Public Utility Commission of Texas.

GLOSSARY

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable, when not connected to exchange telecommunication service, of 2-way communication.

COMPANY

As used in this tariff, the Company is synonymous with ETS Telephone Company, Inc., d/b/a En-Touch Systems, Inc.

CONDUIT

A tubular runway for cable facilities.

CONNECTING COMPANY

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

CONNECTION

Denotes the establishment of telephone service. A move of existing service to a different premises requires a connection.

CONNECTION CHARGE

See Service Charge.

CONSTRUCTION CHARGE

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

CONTINUOUS PROPERTY

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

GLOSSARY

CONTRACT

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

CONTRACT PERIOD

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

COST OR COST BASIS

Cost of equipment and materials provided or used plus the cost of installation including engineering, labor, supervision, transportation, right-of-way and other items which are chargeable. This also denotes the actual expense incurred by the Company relating to the call-out of Company personnel.

CUSTOMER

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

CUSTOMER PREMISES INSIDE WIRE

All wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premise Inside Wire is located on the customer's side of the Company's premises protector. By definition, Customer Premises Inside Wire excludes riser and buried cable.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring, provided by a customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

GLOSSARY

CUSTOMER TROUBLE REPORT

Any oral or written report from a customer or user of telecommunications service received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities. One report shall be counted for each oral or written report received even though it may duplicate each telephone reported in trouble when several items are reported by one customer at the same time, unless the group of troubles so reported is clearly related to a common cause.

DELINQUENT BILLS

Outstanding account balances which are not paid by the due date.

DEMARICATION POINT

The point of interconnection between Company communications facilities and the terminal equipment, protective apparatus or wiring at a subscriber's premises. The Demarcation Point is located on the customer's side of the Company's protector or equivalent, where a protector is not used, and consists of a modular jack or equivalent.

DIRECT BURIAL

The installation of cables or conductors directly in the earth and not in conduit or duct.

DIRECT CONNECTION

Connection of terminal equipment to the Company's exchange facilities by means other than acoustic and/or inductive coupling.

DIRECT ELECTRICAL CONNECTION

A physical connection of the electrical conductors in the communication path.

DIRECTORY

A book which alphabetically lists each telephone customer with his/her address and telephone number.

GLOSSARY

DIRECTORY ASSISTANCE SERVICE

A service provided to assist customers in obtaining telephone numbers which are or are not listed in the directory.

DIRECTORY ASSISTANCE CALL COMPLETION

A service provided that gives customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance (DA) operator.

DIRECTORY LISTING

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

DISCONNECT NOTICE

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

DISCONNECTION OF SERVICE

An arrangement made at the request of the customer or initiated by the Company for violation of tariff regulations by the customer, for a permanent interruption of telephone service. A "final" bill would be rendered showing moneys owed to the Company as of the date the service was disconnected.

DROP WIRE

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

ENTRANCE FACILITIES

Facilities extending from the point entrance on private property to the premises on which service is furnished.

EXCHANGE

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

GLOSSARY

EXCHANGE ACCESS LINES

See Access Line.

EXCHANGE AREA

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

EXCHANGE LINE

Any circuit connecting an exchange access line with a central office.

EXCHANGE SERVICE

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

- (a) Flat Rate Service: A classification of exchange service furnished a customer under tariff provisions, for which a stipulated charge is made, regardless of the amount of use.
- (b) Individual Line Service: A classification of exchange service which provides that only one exchange access line shall be served by the circuit connected.

EXCHANGE SERVICE AREA

The area within which the Company furnishes complete local telephone service at the applicable exchange rates for that area.

GLOSSARY

FACILITIES

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

FAMILY

A group of two or more persons related by blood, marriage or adoption and residing together. A primary family consists of the head of a household and all (one or more) other persons in the household related to the head. A secondary family comprises two or more persons such as guests, lodgers, or resident employees and their relatives, living in a household or quasi-household (other than the negligible number or such groups among inmates or institutions) and related to each other.

FLAT-RATE SERVICE

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

GENERAL EXCHANGE SERVICES

Services furnished by the Company connected to or associated with primary Local Exchange Service.

GLOSSARY

HARM

Electrical hazards to Company personnel, damage to Company equipment, malfunctions of Company billing equipment, and degradation of service to persons other than the user as well as the calling or called party.

HOSTED PBX

Private Branch Exchange Service, hosted on the Company's switching equipment, which provides telephone service within a building or group of buildings in a small geographic area. PBX service connects the local telephone stations with each other and to the PSTN Public Switched Telephone Network.

HOUSEHOLD

A Household comprises all persons who occupy a dwelling unit, that is, a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A Household includes the related persons (the head of the household and others in the dwelling unit who are related to the head) and also the lodgers and employees, if any, who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a Household.

GLOSSARY

INITIAL NONRECURRING CHARGE (I.N.C.)

A nonrecurring charge made for the furnishing of telephone services, which may apply in addition to service connection charges.

INITIAL SERVICE PERIOD

The minimum period of time for which service is provided.

INSTALLATION CHARGE

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

INTERCEPT SERVICE

A service arrangement provided by the Company whereby calls placed to a disconnected or discontinued telephone number are intercepted and the calling party is informed by an operator or by a recording that the called telephone number has been disconnected, discontinued, changed to another number, or that calls are received by another telephone.

INTEREXCHANGE PRIVATE LINE

A communication path between two or more exchanges, and not connected for exchange telephone service.

INTERFACE

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

GLOSSARY

INTERFACE EQUIPMENT

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

INTERLATA

Long Distance Message Telecommunications Service where point locations are in a different Local Access and Transport Area (LATA).

INTRALATA

Long Distance Message Telecommunications Service where service point locations are within the same Local Access and Transport Area (LATA).

INTRAEXCHANGE CHANNEL SERVICE

Channel connecting two or more "Primary Terminations" in the same exchange.

INTRAEXCHANGE SERVICE

Telecommunications service confined wholly within a single exchange.

KEY SYSTEM LINE

A circuit connecting key system equipment with a central office.

GLOSSARY

KEY TELEPHONE SYSTEM

An arrangement of equipment in combination with telephone sets and associated keys, to connect those telephones to any one of a limited number of exchange, PBX, intercom or private lines. Line status indicating, signaling, holding or other features, are or may be incorporated.

LABELING

Registered terminal equipment and/or registered protective circuitry shall have prominently displayed on an outside surface information providing the registration number, the ringer equivalence number, the grantee's names, model number and serial number or date of manufacture.

LIFELINE ASSISTANCE

A program sponsored by the Federal Communications Commission and the State which provides discounted basic local residential service to qualifying low-income subscribers. The discount is available for only one connection per household.

LINE

See Access Line.

LOCAL ACCESS AND TRANSPORT AREA (LATA)

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

LOCAL CALLING AREA

See Local Service Area.

LOCAL CHANNEL

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

GLOSSARY

LOCAL EXCHANGE SERVICE

Provides for telephone communication within local service area in accordance with the provisions of the Customer Services Tariff, including the use of exchange facilities required to establish connection between exchange access lines.

LOCAL MESSAGE

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

LOCAL MESSAGE CHARGE

The charge that applies for a completed message that is made when the calling access line and the called access line are both within the same local calling area where a local message charge is applicable.

LOCAL SERVICE

The intercommunication (by means of facilities connected with a Company central office or offices and under the provisions of the Company) between access lines located in the same exchange or in different exchanges between which no toll rates apply.

LOCAL SERVICE AREA (LOCAL CALLING AREA)

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

LOCAL SERVICE CHARGE

The charge for furnishing facilities to enable a customer to send or receive telecommunications within the local service area. This local service calling area may include one or more exchange areas.

GLOSSARY

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

Facilities furnished by means of wire, fiber, radio or a combination thereof for telecommunications between access lines in different local service areas in accordance with the regulations and system of charges specified by the Company. The toll service charges specified are in payment for all service furnished between the calling and called access lines.

MAINTENANCE SERVICE CHARGE

A charge made by the Company when a service difficulty or trouble report results from customer-provided equipment or facilities.

MESSAGE

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

MILEAGE

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

MINIMUM CONTRACT PERIOD

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

MISCELLANEOUS COMMON CARRIERS

Communications common carriers which are not engaged in the business of providing either a public landline message telephone service or a public message telegraph service.

GLOSSARY

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system 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 reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Company for the provisions of network control signaling.

NETWORK INTERFACE

See Interface.

NONLISTED TELEPHONE NUMBER

A telephone number associated with an exchange line which, at the request of the customer, is not listed in a telephone directory but may be obtained from the Directory Assistance Operator.

NONPUBLISHED TELEPHONE NUMBER

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

NONRECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

NORMAL CENTRAL OFFICE

See Serving Central Office

GLOSSARY

ONE-PARTY SERVICE

Any exchange access line designed for the provision of exchange service to one premises.

OTHER COMMON CARRIER (OCC)

Denotes Specialized Common Carriers, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing services authorized by the Federal Communications Commission.

OTHER COMMON CARRIER TERMINAL LOCATION

A discrete operational and equipment location of the OCC from which the OCC furnishes and administers common carrier communications services to its patrons.

PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use of another service.

PERSON

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

PREMISES

The same premises consists of:

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

GLOSSARY

PREMISES WIRING

All wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the customer's side of the Company's premises protector. By definition, Customer Premises Inside Wire excludes riser, buried and aerial cable.

PREASSIGNED NUMBER

A telephone number pre-assigned before service is actually established.

PRESUBSCRIPTION

Presubscription is the process by which end user customers may select and designate to the Telephone Company an Interexchange Carrier (IC) to access, without an access code, for interLATA/interstate or interLATA/intrastate calls. This IC is referred to as the end user's pre-designated IC.

PREWIRING

Any inside wiring done at the location of a residence or business prior to the initial installation of telephone service.

PRIMARY TERMINATION

Applied to channels which extend beyond the continuous property of a customer or the confines of a single building housing the premises of more than one customer. Also, denotes the first termination of such a channel at a station or PBX on the continuous property of a customer. When more than one customer's premises is located within the same building, the first termination of such a channel at that building constitutes a "Primary Termination." For purpose of this definition, the location of a "Primary Termination" for channel services associated with "Switching System Services" is considered to be at the "Switching System Services" serving central office. When the "Switching System Services" serving central office is not in the same exchange as the main location, the "Mileage Service Area" center for the main location will be used in lieu of the "Switching System Services" serving central office.

PRINCIPAL CENTRAL OFFICE

Refers to the central office in a single office exchange or to that office (usually the toll office) of a multi-office exchange which is designated as such for the purpose of measuring local and interexchange channel mileage.

GLOSSARY

PRIVATE LINE

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

PRIVATE LINE SERVICE

The channels furnished to a customer for communication between specified locations.

PROTECTIVE CONNECTING ARRANGEMENT

Equipment provided by the Company for electrical protection when facilities provided by other than the Company are connected with facilities provided by the Company.

PUBLIC THOROUGHFARE

A road, street, highway, lane or alley under the control of and kept by the public.

PUBLISHED TELEPHONE NUMBER

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

GLOSSARY

RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

REFERENCE LISTING

The listing of a generally accepted name of a firm or corporation followed by a reference to another listing.

REGISTERED PROTECTIVE CIRCUITRY

Separate, identifiable and discrete electrical circuitry designed to protect the telephone network from harm, which is registered in accordance with Part 68 of the FCC Rules and Regulations.

REGISTERED TERMINAL EQUIPMENT

Terminal equipment which is registered in accordance with Part 68 of the FCC Rules and Regulations.

RESIDENCE EXCHANGE ACCESS LINE

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

RESIDENTIAL SERVICE

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

GLOSSARY

ROTARY LINE SERVICE

A central office service arrangement whereby a called busy line in a specified line group will automatically advance until an idle line or trunk is found.

ROUTE MEASUREMENT

The physical length of a circuit between two points.

SAME BUILDING

See Building.

SERVICE CALL

A visit to a customer's premises in connection with a service difficulty. See also Maintenance Service Charge.

SERVICE CHARGES

A nonrecurring charge applying to the provisions of telephone service.

SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a customer's telephone.

SERVING CENTRAL OFFICE

The central office from which a customer's telephone service is normally provided.

GLOSSARY

SIGNAL CONDITIONING EQUIPMENT

That equipment connected to a channel to condition signals generated by data terminal equipment.

SINGLE CHANNEL (Half Duplex)

A channel with the capability of transmission alternately in either direction, or for transmission in one direction only.

SPECIAL ACCESS

Special access provides a transmission path to connect CDLs (Customer Designated Location) within a LATA for Intrastate Telecommunications. Special access can be provided in either analog or digital format.

SUBSCRIBER

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

SUPERSEDURE OF SERVICE

The immediate assumption of service provided to a customer discontinuing service by a qualified applicant who is to take the service at the same premises. Supersedure of service is predicated upon the customer and the applicant giving written notice to the Company and the payment of outstanding charges against the service.

SUPPLEMENTAL CONTRACT

A contract for service, equipment or facilities in addition to that provided for under the original contract.

SUSPENSION OF SERVICE

An arrangement made at the request of the customer or initiated by the Company, for temporarily interrupting service. Lifeline Service customers will not be disconnected for non-payment of any toll charges after toll blocking was imposed.

GLOSSARY

TARIFF

The schedule of the Company containing all rates, and charges stated separately by type or kind of service and the customer class, and the rules and regulations of the Company stated separately by type or kind of service and the customer class as filed with the Public Utility Commission of Texas.

TELECOMMUNICATIONS SERVICES

The various services offered by the Company as specified in this tariff.

TELEPHONE NUMBER

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

TELEPHONE OR TELECOMMUNICATIONS NETWORK

The local telephone exchange and long distance message telecommunications facilities, or network; both inter and intrastate.

TEMPORARY DISCONNECTION

See Suspension of Service.

TEMPORARY SERVICE

The provision of service definitely known to be required for a short period of time (generally less than twelve consecutive months) such as service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

GLOSSARY

TERMINATION AGREEMENT

An agreement between the Company and the customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

TERMINATION CHARGE

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

TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the customer or by the Company, under its regulations concerning cancellation for cause.

TOLL MESSAGE

A communication between two exchange access lines, with the called access line being outside of the local or service area of the calling access line from which the message originates.

TOLL RATE

The initial period charge prescribed for a toll message usually based upon a minimum initial period and distance between exchanges.

GLOSSARY

TOLL SERVICE

That part of the total telephone service rendered by the Company which is furnished between different local service areas in accordance with the rates and regulations specified in the Long Distance Message Telecommunications Tariff as may be issued or concurred in by the Company.

TONE DIALING SERVICE

A classification of exchange service whereby calls are originated through the use of tone dial instruments in lieu of a rotary dial instrument.

TRUNK

A telephone communication path connecting a central office and customer premises equipment, used in the establishment of end-to-end service.

UNDERGROUND SERVICE CONNECTION

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

VOICE GRADE FACILITY

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