



Control Number: 42242



Item Number: 1572

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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*This rate sheet, Texas Rate Sheet No. 4, issued by ACN Communication Services, LLC  
replaces in its entirety  
Texas Rate Sheet No. 2 issued by ACN Communication Services, Inc.*

RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USER

LOCAL EXCHANGE and TOLL TELECOMMUNICATIONS SERVICES

FURNISHED BY

ACN COMMUNICATION SERVICES, LLC

WITHIN THE STATE OF TEXAS

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Issued: November 19, 2015  
By:

Treasurer/CFO  
1000 Progress Place  
Concord, North Carolina 28025

Effective: November 20, 2015

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**CHECK SHEET**

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

<b>SECTION</b>	<b>PAGE</b>	<b>REVISION</b>	<b>SECTION</b>	<b>PAGE</b>	<b>REVISION</b>
	Title	Original	2	19	Original
Preface	1	Original	2	20	Original
Preface	2	3 <sup>rd</sup> Revised *	2	21	Original
Preface	3	3 <sup>rd</sup> Revised *	2	22	Original
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Preface	5	Original	2	24	Original
Preface	6	Original	2	25	Original
Preface	7	Original	2	26	Original
1	1	Original	2	27	Original
1	2	Original	2	28	Original
1	3	Original	2	29	Original
1	4	Original	2	30	Original
1	5	Original	2	31	Original
2	1	Original	2	32	Original
2	2	Original	2	33	Original
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2	6	Original	2	37	Original
2	7	Original	2	38	Original
2	8	Original	2	39	Original
2	9	Original	2	40	Original
2	10	Original	2	41	Original
2	11	Original	2	42	Original
2	12	Original	2	43	Original
2	13	Original	2	44	Original
2	14	Original	3	1	Original
2	15	Original	4	1	Original
2	16	Original	4	2	Original
2	17	Original	4	3	Original
2	18	Original	4	4	Original

\* - indicates those pages includes with this filing

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**CHECK SHEET (CONT'D.)**

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
4	5	Original	5	30	Original
4	6	Original	5	31	Original
4	7	Original	5	32	Original
4	8	Original	5	33	Original
4	9	Original	5	34	Original
5	1	Original	5	35	1 <sup>st</sup> Revised
5	2	Original	5	36	Original
5	3	Original	5	37	Original
5	4	Original	5	38	Original
5	5	Original	5	39	1 <sup>st</sup> Revised
5	6	Original	5	40	Original
5	7	Original	6	1	Original
5	8	1 <sup>st</sup> Revised *	6	2	Original
5	9	Original	6	3	Original
5	10	1 <sup>st</sup> Revised *	6	4	Original
5	11	Original	6	5	Original
5	12	Original	6	6	Original
5	13	Original	6	7	Original
5	14	Original	6	8	Original
5	15	Original	6	9	Original
5	16	1 <sup>st</sup> Revised *	6	10	1 <sup>st</sup> Revised
5	17	Original	6	11	1 <sup>st</sup> Revised
5	18	1 <sup>st</sup> Revised *	6	12	1 <sup>st</sup> Revised
5	19	Original	6	13	Original
5	20	Original	6	14	Original
5	21	Original	6	15	Original
5	22	1 <sup>st</sup> Revised	6	16	Original
5	23	Original	6	17	Original
5	24	1 <sup>st</sup> Revised	6	18	Original
5	25	Original	7	1	Original
5	26	Original	7	2	Original
5	27	Original	7	3	Original
5	28	Original			
5	29	Original			

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**CHECK SHEET (CONT'D.)**

<b>SECTION</b>	<b>PAGE</b>	<b>REVISION</b>	
8	1	Original	
9	1	Original	
9	2	Original	
9	3	Original	
9	4	Original	
10	1	Original	
11	1	Original	
11	2	Original	
11	3	Original	
11	4	Original	
11	5	Original	
11	6	Original	
11	7	1 <sup>st</sup> Revised	*
11	8	Original	
11	9	Original	
11	10	Original	
11	11	Original	
11	12	Original	
11	13	Original	
11	14	Original	
11	15	Original	
11	16	Original	

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**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this rate sheet for the purpose indicated below:

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

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**RATE SHEET FORMAT**

**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the rate sheet. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the rate sheet page in effect. Consult the Check Sheet for the page currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

**D. Check Sheets** - When a rate sheet filing is made with the Commission, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the pages contained in the rate sheet, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The rate sheet user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.



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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**APPLICATION OF RATE SHEET**

This rate sheet sets forth the service offerings, rates, terms and conditions applicable to the provision of competitive local exchange service and long distance telecommunications services by ACN Communication Services, LLC for the use of End Users in transmitting messages within the State of Texas, subject to the jurisdiction of the Public Utility Commission of Texas ("Commission"). Services include, but are not limited to resold voice services within the State of Texas. ACN services are furnished subject to the availability of facilities and subject to the terms and conditions of this rate sheet.

This rate sheet is on file with the Public Utility Commission of Texas. In addition, this rate sheet is available for review at the main office of ACN Communication Services, LLC at 1000 Progress Place, Concord, North Carolina 28025.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this rate sheet, the following definitions will apply:

**ACN** - ACN Communication Services, LLC, issuer of this rate sheet.

**Advance Payment** - Payment of all or part of a charge required before the start of service.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Commission** - Texas Public Utilities Commission.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

**Company** - ACN Communication Services, LLC, the issuer of this rate sheet.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this rate sheet.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 1.0 - DEFINITIONS (CONT'D.)**

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**Individual Case Basis (ICB)** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Rate sheet by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Rate sheet, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Rate sheet or by applicable law.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 1.0 - DEFINITIONS (CONT'D.)**

**Joint User** - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Local Calling** - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**PIN** - Personal Identification Number. See Authorization Code.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 1.0 - DEFINITIONS (CONT'D.)**

**Point of Presence ("POP")** - Point of Presence

**Premises** - The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Service** - Any means of service offered herein or any combination thereof.

**Service Order** - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this rate sheet.

**Services** - The Company's telecommunications services offered on the Company's network.

**Shared Inbound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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**SECTION 1.0 - DEFINITIONS (CONT'D.)**

**Station** - The network control signaling unit and any other equipment provided at the Customer's premises that enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this rate sheet.

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**SECTION 2.0 - RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this rate sheet in connection with one-way and/or two-way information transmission originating from points within the State of Texas, and terminating within a local calling area as defined herein.

The Company is responsible under this rate sheet only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

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

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this rate sheet, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written service orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this rate sheet. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in the rate sheet, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this rate sheet prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this rate sheet; or
  - 2. the Customer is using the service in violation of the law.
- E.** This rate sheet shall be interpreted and governed by the laws of the State of Texas without regard for its choice of laws provision.



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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.3 Terms and Conditions (Cont'd.)**

- F.** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)**

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)****D. (continued)**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H.** **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly rate sheet rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly rate sheet rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)****I. With respect to Emergency Number 911 Service:**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury 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, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)****I. With respect to Emergency Number 911 Service, Cont'd.**

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

Issued: November 19, 201

By:

Effective: November 20, 2015

Treasurer/CFO  
1000 Progress Place  
Concord, North Carolina 28025



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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities (Cont'd.)**

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this rate sheet, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;
- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

**2.2 Prohibited Uses**

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

**2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Texas's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this rate sheet will apply.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this rate sheet;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.1 General (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

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

**2.4.2 Station Equipment**

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.4 Customer Equipment and Channels (Cont'd.)****2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C.** Facilities furnished under this rate sheet may be connected to Customer provided terminal equipment in accordance with the provisions of this rate sheet. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this rate sheet only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).



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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Texas gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

Certain telecommunications services, as defined in the Texas Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Texas, or both, and are charged to a subscriber's telephone number or account in Texas.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A.** Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C.** The Monthly Recurring Charges are billed in advance. Monthly Recurring Charges are accrued in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this rate sheet or the Service Order.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (Cont'd.)**

- E.** If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment charge of \$5.50 or 2% per month, whichever is greater, shall be due to the Company. If an attorney or collection agency is required to collect any amounts due, the Customer shall pay the Company's reasonable costs. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F.** A service charge equal to \$25.00 will be assessed in accordance with Texas law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.
- G.** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company, in accordance with this Rate Sheet, and later restored, restoration of service will be subject to restoration of service charges as specified in this rate sheet.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.3 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Utilities Commission of Texas, Customer Protection, PO Box 13326, Austin, TX 13326.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

**2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one (1) month's charges for the service or facility, and additional one (1) month advance payment may be required for each subsequent month. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits**

- A.** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B.** The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C.** The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D.** The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits, (Cont'd.)**

- E.** The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- F.** Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- G.** Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.6 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

- 2.6.1** Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- 2.6.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.6.3** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.6.4** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.



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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.6 Discontinuance of Service for Cause (Cont'd.)**

- 2.6.5** Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.6.6** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- 2.6.7** Upon the Company's discontinuance of service to the Customer under Section 2.6.1 or 2.6.2 the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this rate sheet, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- 2.6.8** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- 2.6.9** Without notice in the event of tampering with the equipment or services furnished by the Company.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

**2.7 Cancellation of Application for Service**

- 2.7.1** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4** The special charges described above will be calculated and applied on a case-by-case basis.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.9 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.9.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.9 Allowances for Interruptions in Service (Cont'd.)****2.9.1 General (Cont'd.)**

- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.9.2 Limitations of Allowances**

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

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.9 Allowances for Interruptions in Service (Cont'd.)****2.9.2 Limitations of Allowances**

- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.9.3 Use of Another Means of Communications**

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

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

**2.9 Allowances for Interruption in Service (Cont'd.)**

**2.9.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.9 Allowances for Interruption in Service (Cont'd.)****2.9.4 Application of Credits for Interruptions in Service, (cont'd.)****D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.9 Allowances for Interruption in Service (Cont'd.)****2.9.5 Limitations on Allowances**

No credit allowance will be made for:

- A.** interruptions due to the negligence of or noncompliance with the provisions of this rate sheet by the Customer, authorized user or joint user;
- B.** interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C.** interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D.** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E.** interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F.** interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- G.** that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.



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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.9 Allowances for Interruption in Service (Cont'd.)****2.9.6 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

**2.10 Use of Customer's Service by Others****2.10.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this rate sheet. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

**2.11 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.12 Cancellation of Service/Termination Liability**

If a Customer terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.9.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

**2.12.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

**2.13 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

**2.13.1** to any subsidiary, parent company or affiliate of the Company; or

**2.13.2** pursuant to any sale or transfer of substantially all the assets of the Company; or

**2.13.3** pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.14 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

**2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

**2.14 Customer Liability for Unauthorized Use of the Network, (Cont'd.)**

**2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network, (Cont'd.)**

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.15 Notices and Communications**

- 2.15.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.15.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.15.3** Except as otherwise stated in this rate sheet, all notices or other communications required to be given pursuant to this rate sheet will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.15.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.16 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this rate sheet, such taxes, fees and surcharges are in addition to rates as quoted in this rate sheet and will be itemized separately on Customer invoices.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.16 Taxes, Fees and Surcharges (Cont'd.)****2.16.1 Municipal Franchise Fees**

Residential, non-residential and point-to-point access lines provided pursuant to this rate sheet are subject to a municipal franchise fee as established for the city in which the end user of the access lines is located. The monthly recurring municipal charge will be equal to a monthly amount developed using criteria as recommended by your local municipality with information supplied by this local certificated telecommunications provider (CTP). The fee should be assessed as a per-line-charge on the end user bill. This municipal charge results from 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.

**2.16.2 Texas Universal Service (TUSF) Charge**

Services provided pursuant to this Rate Sheet are subject to an undiscountable monthly Texas Universal Service (TUSF) Charge of 3.3%\*. The TUSF charge is applied to the Customer's total intrastate charges for calls that both originate and terminate within the State of Texas, after application of all applicable discounts and credits. Intrastate charges are assessed the TUSF Charge under order by the Public Utility Commission of Texas. The TUSF Charge will be waived to the extent a Customer is exempt from this charge.

\* This rate will be effective for all bills issued on or after March 1, 2015, irrespective of the actual date of the applicable call.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.16 Taxes, Fees and Surcharges, (Cont'd.)****2.16.3 Schools and Libraries Discount Program**

Qualifying schools, libraries, and consortia are entitled to receive percentage discount rates equivalent to those adopted for interstate serviced pursuant to 47 Code of Federal Regulations part 54, subpart F (relating to Universal Service Support for schools and libraries) on intrastate telecommunications services purchased from this price list.

**2.16.4 TIF Assessment**

The TIF assessment is imposed upon the telecommunications service provider. It may be passed on to the Customer as a separate line item entitled "Reimbursement of TIF Assessment". If this assessment is labeled as a tax or fee from the Customer the sales tax and the TIF Assessment will both be required to be paid to the state.

Since this assessment is imposed upon the service provider, passing the assessment on to the Customer will cause this amount to be subject to sales tax in Texas.

TIF 1.25%



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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

**2.17 Toll Free Services**

- 2.17.1** The Company will make every effort to reserve toll free (i.e., A800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.17.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.17.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.17.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

**2.18 Miscellaneous Provisions**

**2.18.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.18.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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**SECTION 3.0 - SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) Southwestern Bell Telephone Company

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES****4.1 Service Order and Change Charges****4.1.1 General**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge<sup>1</sup>: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge<sup>1</sup>: Applies to installation of a second or additional access line.

Moves: Applies to Customer request for a move or change in the physical location of the access line.

Transfer of Service: Applies to Customer request for a change in the name under which service is billed.

Telephone Number Change: Applies to Customer request for a change of the Customer telephone number.

Service Order Changes/Adds: Applies to Customer requests for changes in service or additional to services, not including the addition of calling features.

Calling Feature Adds: Applies to Customer requests for addition of calling features.

<sup>1</sup> The Primary and Secondary Line Connection Charges are waived for customers who retain their existing telephone number when switching service to ACN.

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.1 Service Order and Change Charges (Cont'd.)****4.1.2 Rates**

	<u>Residence</u>
Line Connection Charge	
Primary Line	\$52.00
Secondary Line	\$47.00
Moves, per line	\$52.00
Transfer of Service, per order	\$22.00
Telephone Number Change	\$22.00
Service Order Changes/Add	\$22.00
Call Feature Adds, per feature	\$5.00

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**SECTION 4.0 – SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.2 Temporary Suspension of Service**

Upon the request of the Customer and where equipment arrangements permit, service may be temporarily suspended for a period not to exceed nine months. Suspension of service and restoral may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension. The monthly rate for service during the period of the temporary suspension is dependent upon the service plan to which the Customer is subscribed.

	<u>Residence</u>
<u>Nonrecurring Charge</u>	
All Service Levels:	\$30.00
<u>Monthly Recurring Charge</u>	
ACN Advantage Home	\$15.00
ACN Advantage Plus	\$15.00
ACN Advantage Extra	\$15.00
ACN Advantage Complete	\$21.50
ACN Advantage Unlimited	\$24.88
ACN Advantage Unlimited II	\$24.88
ACN Advantage Home – Standard & Value Options	\$15.00
ACN Advantage Plus – Standard & Value Options	\$15.00
ACN Advantage Extra – Standard & Value Options	\$15.00
Stand Alone Service	\$15.00
Data/Fax Service	\$10.24

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>
Restoration after temporary denial, but prior to completion of order to discontinue service	\$30.00

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call:                      \$0.43

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.5 Carrier Presubscription****4.5.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**4.5.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONT'D.)**

**4.5 Carrier Presubscription, (Cont'd.)**

**4.5.2 Presubscription Options, (Cont'd.)**

- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.5 Carrier Presubscription (Cont'd.)****4.5.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.5.5 below:

**4.5.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.5.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONT'D.)****4.5 Carrier Presubscription (Cont'd.)****4.5.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.5.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE****5.1 Residential Bundled Services****5.1.1 General**

ACN offers several service packages targeted at Residential Customers that bundle local and long distance services. Residential Bundled Services may include several Calling Features (See Section 6.1 of this tariff for Calling Feature descriptions). These packages are targeted primarily at residential customers and differ based on Customer call volume, patterns and features desired. Voice Mail \* may be included with some packages or available at an additional charge.

Recurring charges are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Each local exchange access line for a specific service is billed at the same Monthly Recurring Charge. Customers may opt for a data or fax line at a reduced rate. Data/fax lines are only available to Customers of an ACN voice local exchange service and are purchased as an additional line to the voice local exchange service. Data/fax lines do not include a call allowance or calling features. In addition, toll free service is available as part of the Company's Bundled Services.

\* Voice Mail is not regulated by the Commission.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.1 General (Cont'd.)**

The local exchange access line is a voice-only line for use by residential customers. If it is determined that usage is not consistent with residential voice applications, the Customer's service may be assessed a \$50.00 monthly recurring data usage charge, advised to purchase a data/fax line specifically designed for such purposes, or be disconnected.

Any unlimited long distance calling plan is strictly for typical residential applications and is subject to the following restrictions: no more than ten lines per location may have such a plan; no unlimited plan shall be used in connection with auto-dialers, internet dialing, fax blasting, telemarketing, call centers, party lines, or similar activities. Incidental calling for dial-up internet access, data, and fax applications is permitted up to a maximum of 2,500 minutes within any 30-day period. Usage beyond this threshold is presumed to be inconsistent with typical residential voice applications and is strictly prohibited. If the Company determines that the usage is inconsistent with the usage restrictions described herein, the Company may take immediate action to enforce the restrictions, including, but not limited to service suspension, re-billing at the Company's standard long distance rates, and transition to a message-rate long distance service at the Company's standard rates.

Customers subscribing to the Company's Bundled Services must choose ACN as the local, intraLATA and interLATA primary carrier. Customers who later choose a carrier other than ACN for intraLATA or interLATA calling will remain on this service until the Company is notified that this service is no longer the service of choice for the Customer.

All local exchange access lines block 900/976 calling.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.1 Residential Bundled Services (Cont'd.)**

**5.1.2 [Reserved for Future Use]**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.1 Residential Bundled Services (Cont'd.)**

**5.1.3 [Reserved for Future Use]**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.1 Residential Bundled Services (Cont'd.)**

**5.1.4 [Reserved for Future Use]**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.1 Residential Bundled Services (Cont'd.)**

**5.1.5 [Reserved for Future Use]**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.6 ACN Advantage Unlimited II\*\***

ACN Advantage Unlimited II provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll calling. An optional data/fax line is available as an additional line and includes unlimited local calling.

**A. Service Features**

ACN Advantage Unlimited II includes the following features:

1. Local exchange voice line and unlimited local calling
2. Custom Calling Features: Caller ID with Name, Three Way Calling, Call Waiting and Call Forwarding, Call Waiting Caller ID, Call Blocking and Screening, Auto Redial, Automatic Call Back \*69, Speed Calling 8, and Selective Call Forward. Additional features are available on a monthly subscription basis.
3. Unlimited direct dial outbound long distance calling (intrastate and interstate). Toll free calling is not included.
4. Optional Data/Fax lines include local exchange line with unlimited local calling.

**B. Non-Recurring Charges**

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

*\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.*

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.6 ACN Advantage Unlimited II\*\* (Cont'd.)****C. Monthly and Usage Rates**

## Monthly Recurring Charge

ACN Advantage Unlimited II Access \$47.99 (I)

Line:

Data/Fax Line: \$29.55

## Toll Free Calls

IntraLATA: \$0.10 per minute

InterLATA: \$0.10 per minute

*\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.*

Issued: October 18, 2016

By:

Treasurer/CFO  
1000 Progress Place  
Concord, North Carolina 28025

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.7 ACN Advantage Home - Standard and Value Options\*\***

ACN Advantage Home - Standard and Value Options is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two (2) intrastate and interstate toll service plans from which to choose.

**A. Service Features****.1 Voice lines include:**

- a. Local line and unlimited local calling
- b. Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID. Additional features are available on a monthly subscription basis.
- c. ACN Subscriber to ACN Subscriber Calling at no charge.

**.2 Voice Line Toll Program Options:****a. ACN Advantage Home - Standard**

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

**b. ACN Advantage Home - Value**

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

**.3 Data/Fax lines include:**

- a. Unlimited local calling

*\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.*

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.7 ACN Advantage Home - Standard and Value Options\*\* (Cont'd.)****B. Non-Recurring Charges**

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

**C. Monthly and Usage Rates**Local Service, per month

Local Exchange Access Line:	\$31.99 (I)
Data/Fax Line:	\$29.55

Toll Service

## Advantage Home - Standard

Monthly Recurring Charge:	\$1.99
IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

## Advantage Home - Value

Monthly Recurring Charge:	\$4.99
IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

## Data/Fax Line Toll Service

IntraLATA, per minute:	\$0.0690
InterLATA, per minute:	\$0.0690

## Toll Free

IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

*\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.*

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.8 ACN Advantage Plus - Standard and Value Options\*\***

ACN Advantage Plus - Standard and Value Options is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two intrastate and interstate toll service plans from which to choose.

**A. Service Features**

1. Voice lines include:
  - a. Local line and unlimited local calling
  - b. Custom Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forwarding, Call Blocking and Screening, Auto Redial, Automatic Call Back (\*69), Speed Calling 8, Selective Call Forwarding. Additional features are available on a monthly subscription basis.
  - c. ACN Subscriber to ACN Subscriber Calling at no charge.
2. Voice Line Toll Program Options:
  - a. ACN Advantage Plus - Standard

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
  - b. ACN Advantage Plus - Value

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
3. Data/Fax lines include:
  - a. Unlimited local calling

*\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.*

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.8 ACN Advantage Plus - Standard and Value Options\*\* (Cont'd.)****B. Non-Recurring Charges**

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

**C. Monthly and Usage Rates**Local Service, per month

Local Exchange Access Line:	\$30.95
Data/Fax Line:	\$29.55

Toll Service

## Advantage Plus - Standard

Monthly Recurring Charge:	\$1.99
IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

## Advantage Plus - Value

Monthly Recurring Charge:	\$4.99
IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

## Data/Fax Line Toll Service

IntraLATA, per minute:	\$0.0690
InterLATA, per minute:	\$0.0690

## Toll Free

IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

*\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.*



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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.9 ACN Advantage Extra - Standard and Value Options\*\***

ACN Advantage Extra - Standard and Value Options is a bundled local and toll service which provides residential Customers with unlimited local and intraLATA toll calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two interLATA and interstate toll service plans from which to choose.

**A. Service Features****.1 Voice lines include:**

- a. Local line and unlimited local and intraLATA toll calling
- b. Custom Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forwarding, Call Blocking and Screening, Auto Redial, Automatic Call Back (\*69), Speed Calling 8, Selective Call Forwarding. Additional features are available on a monthly subscription basis.
- c. ACN Subscriber to ACN Subscriber Calling at no charge.

**.2 Toll Program Options:****a. ACN Advantage Extra - Standard**

This toll program provides for interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

**b. ACN Advantage Extra - Value**

This toll program provides for interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

**.3 Data/Fax lines include:**

- a. Unlimited local calling

*\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.*

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**


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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.9 ACN Advantage Extra - Standard and Value Options (Cont'd.)\*\*****B. Non-Recurring Charges**

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

**C. Monthly and Usage Rates**Local Service, per month

Local Exchange Access Line:	\$39.99
Data/Fax Line:	\$29.55

Toll Service

Advantage Extra - Standard	
Monthly Recurring Charge:	\$1.99
InterLATA, per minute:	\$0.1000

Advantage Extra - Value	
Monthly Recurring Charge:	\$4.99
InterLATA, per minute:	\$0.0500

Data/Fax Line Toll Service	
IntraLATA, per minute:	\$0.0690
InterLATA, per minute:	\$0.0690

Toll Free	
IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

*\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.*

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 Issued: November 19, 201

By:

Effective: November 20, 2015

Treasurer/CFO  
1000 Progress Place  
Concord, North Carolina 28025

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.10 ACN Advantage Unlimited VI<sup>1</sup>**

ACN Advantage Unlimited VI provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll calling. An optional data/fax line is available as an additional line and includes unlimited local calling.

**A. Service Features**

ACN Advantage Unlimited VI includes the following features:

1. Local exchange voice line and unlimited local calling
2. Custom Calling Features: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Call Forward, Call Blocking/Screening, Auto Redial, Auto Call Back (\*69), Speed Calling 8, Priority Ring, Selective Call Forwarding and Anonymous Call Rejection. Additional features are available on a monthly subscription basis. Additional features are available on a monthly subscription basis.
3. Unlimited direct dial outbound long distance calling (intrastate and interstate). Toll free calling is not included.
4. Optional Data/Fax lines include local exchange line with unlimited local calling.

**B. Non-Recurring Charges**

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

<sup>1</sup> *Effective February 1, 2012, this service is grandfathered and available to existing Customers only.*

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.10 ACN Advantage Unlimited VI (Cont'd.)<sup>1</sup>****C. Monthly and Usage Rates**

## Monthly Recurring Charge

ACN Advantage Unlimited VI Access Line: \$42.99 (R)

Data/Fax Line: \$29.55

## Toll Free Calls

IntraLATA: \$0.10 per minute

InterLATA: \$0.10 per minute

<sup>1</sup> *Effective February 1, 2012, this service is grandfathered and available to existing Customers only.*

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.11 ACN Advantage Home - Standard and Value Options VI<sup>1</sup>**

ACN Advantage Home - Standard and Value Options VI is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two (2) intrastate and interstate toll service plan options.

**A. Service Features****.1 Voice lines include:**

- a. Local line and unlimited local calling
- b. Calling Features: Caller ID with Name and Call Waiting. Additional features are available on a monthly subscription basis.

**.2 Voice Line Toll Program Options:****a. ACN Advantage Home - Standard**

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

**b. ACN Advantage Home - Value**

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

**.3 Data/Fax lines include:**

- a. Unlimited local calling

<sup>1</sup> *Effective February 1, 2012, this service is grandfathered and available to existing Customers only.*

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.11 ACN Advantage Home - Standard and Value Options VI (Cont'd.)<sup>1</sup>****B. Non-Recurring Charges**

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

**C. Monthly and Usage Rates**Local Service, per month

Local Exchange Access Line:	\$28.50
Data/Fax Line:	\$29.55

Toll Service

## Advantage Home - Standard

Monthly Recurring Charge:	\$3.49 (R)
IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

## Advantage Home - Value

Monthly Recurring Charge:	\$2.49 (R)
IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

## Data/Fax Line Toll Service

IntraLATA, per minute:	\$0.0690
InterLATA, per minute:	\$0.0690

## Toll Free

IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

<sup>1</sup> *Effective February 1, 2012, this service is grandfathered and available to existing Customers only*

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.12 ACN Advantage Plus - Standard and Value Options VI<sup>1</sup>**

ACN Advantage Plus - Standard and Value Options VI is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two intrastate and interstate toll service plan options.

**A. Service Features**

1. Voice lines include:
  - a. Local line and unlimited local calling
  - b. Custom Calling Features: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Call Forward, Call Blocking/ Screening, Auto Redial, Auto Call Back (\*69), Speed Calling 8, Priority Ring, Selective Call Forwarding and Anonymous Call Rejection. Additional features are available on a monthly subscription basis.
2. Voice Line Toll Program Options:
  - a. ACN Advantage Plus - Standard

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
  - b. ACN Advantage Plus - Value

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.
3. Data/Fax lines include:
  - a. Unlimited local calling

<sup>1</sup> *Effective February 1, 2012, this service is grandfathered and available to existing Customers only*

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.12 ACN Advantage Plus - Standard and Value Options VI (Cont'd.)<sup>1</sup>****B. Non-Recurring Charges**

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

**C. Monthly and Usage Rates**Local Service, per month

Local Exchange Access Line:	\$25.00
Data/Fax Line:	\$29.55

Toll Service

## Advantage Plus - Standard

Monthly Recurring Charge:	\$1.99
IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

## Advantage Plus - Value

Monthly Recurring Charge:	\$4.99
IntraLATA, per minute:	\$0.0500
InterLATA, per minute:	\$0.0500

## Data/Fax Line Toll Service

IntraLATA, per minute:	\$0.0690
InterLATA, per minute:	\$0.0690

## Toll Free

IntraLATA, per minute:	\$0.1000
InterLATA, per minute:	\$0.1000

<sup>1</sup> *Effective February 1, 2012, this service is grandfathered and available to existing Customers only*



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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.13 ACN Advantage Unlimited VII**

ACN Advantage Unlimited VII provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll calling. An optional data/fax line is available as an additional line and includes unlimited local calling.

**A. Service Features**

ACN Advantage Unlimited VII includes the following features:

1. Local exchange voice line and unlimited local calling
2. Custom Calling Features: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Call Forward, Call Blocking/Screening, Auto Redial, Auto Call Back (\*69), Speed Calling 8, Priority Ring, Selective Call Forwarding and Anonymous Call Rejection. Additional features are available on a monthly subscription basis. Additional features are available on a monthly subscription basis.
3. Unlimited direct dial outbound intrastate and interstate calling to the United States<sup>1</sup> and Canada. Toll free calling is not included.
4. Optional Data/Fax lines include local exchange line with unlimited local calling. Calling features are not included with Data/Fax lines. Toll Calling is billed on a per minute basis.

**B. Non-Recurring Charges**

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

<sup>1</sup> United States includes Alaska, Hawaii, US Virgin Islands, Puerto Rico and Guam.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.13 ACN Advantage Unlimited VII (Cont'd.)****C. Monthly and Usage Rates****Monthly Recurring Charge**

ACN Advantage Unlimited VII Local Exchange	\$47.99 (I)
Line:	
Data/Fax Line:	\$29.55
Data/Fax Line Toll Service	
Intrastate, per minute:	\$0.07
Toll Free Inbound Service	
Intrastate, per minute:	\$0.10

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.14 ACN Advantage Plus VII**

ACN Advantage Plus VII is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge and intrastate and interstate toll service. An optional data/fax line is available as an additional line, and includes unlimited local calling.

**A. Service Features****1. Voice lines include:**

- a. Local line and unlimited local calling
- b. Custom Calling Features: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Call Forward, Call Blocking/ Screening, Auto Redial, Auto Call Back (\*69), Speed Calling 8, Priority Ring, Selective Call Forwarding and Anonymous Call Rejection. Additional features are available on a monthly subscription basis.

**2. Voice Line Toll Program**

Voice Line Toll Program provides for intrastate and interstate toll calling with usage billed on per minute basis.

**3. Data/Fax lines include:**

- a. Unlimited local calling
- b. Intrastate and interstate toll calling usage billed on per minute basis.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.1 Residential Bundled Services (Cont'd.)****5.1.14 ACN Advantage Plus VII (Cont'd.)****B. Non-Recurring Charges**

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

**C. Monthly and Usage Rates**Local Service, per month

Local Exchange Access Line:	\$31.99 (I)
Data/Fax Line:	\$29.55

Toll Service

Monthly Recurring Charge:	\$5.00
Intrastate, per minute:	\$0.07

Data/Fax Line Toll Service	
Intrastate, per minute:	\$0.07

Toll Free	
Intrastate, per minute:	\$0.10

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1000 Progress Place  
Concord, North Carolina 28025

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.2 [Reserved for Future Use]**

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1000 Progress Place  
Concord, North Carolina 28025

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.3 Residential ACN Subscriber to Subscriber Calling**

Residential ACN Subscriber to Subscriber Calling allows Customers subscribed to selected ACN Residential Bundled Services to call other ACN Residential Bundled Service Customers without incurring per call usage charges or depleting the bundled minutes call allowance associated with a particular service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network. Subscriber to Subscriber Calling applies to both intrastate and interstate calling. There is no limit to the number of minutes included in this calling program.

Residential ACN Subscriber to Subscriber calling does not apply to data/fax lines presubscribed by the Customer to the Company. Toll free calling is not included.

This service is available where noted in the description of the specific service.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.4 Lifeline Service**

**5.4.1 Applicability**

- A.** Lifeline Service is a telecommunications service designed to help qualified low-income individuals reduce the monthly cost of basic telephone service.
- B.** Eligible Customers will receive the Lifeline discount as set forth in Section 5.4.4 to be applied to their basic local exchange service.
- C.** Eligible Customers may have multiple access lines per residential service location; however, only the primary access line at the principal place of residence will be eligible for the Lifeline discount.
- D.** All charges, either recurring or nonrecurring, for any service or feature other than Lifeline Service shall be billed at the tariffed rate.
- E.** Lifeline Service shall not be available on a retroactive basis, and is only available to Customers who subscribe to one of the Company's local service plans.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)**

**5.4 Lifeline Service (Cont'd.)**

**5.4.2 Designated Services Available to Lifeline Customers**

The following services will be offered to eligible Lifeline Customers:

- A.** Single Party Service
- B.** Local Usage
- C.** Touch Tone Services
- D.** Voice Grade Access to the Public Switched Network
- E.** Access to Emergency Services
- F.** Access to Operator Services
- G.** Access to Interexchange Services
- H.** Access to Directory Assistance
- I.** Availability of Toll Restriction at No Charge

Lifeline Service may not be disconnected for non-payment of toll charges. Eligible Customers accepting toll restriction services shall not be required to pay a deposit.



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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.4 Lifeline Service (Cont'd.)****5.4.3 Eligibility Requirements**

- A.** Customers or applicants seeking the Lifeline service discount must be qualified by the Texas Department of Human Services Low Income Discount Administrator (“LIDA”).
- B.** Lifeline Service will also be provided to applicants or Customers residing on Tribal Lands who are qualified by LIDA and self-certify, under penalty of perjury, that they reside on a reservation, as defined in the Federal Code of Regulations (CFR) 47 § 54.400(e).
- C.** Application of Lifeline and Tribal Land Lifeline Discounts
  - 1. The Lifeline discount will automatically be applied to a Customer’s account when the Customer is qualified by LIDA.
  - 2. The Lifeline discount will be reflected on the Customer’s next invoice following their qualification by LIDA.
  - 3. Lifeline service will not be implemented or continued when the Customer is no longer qualified by LIDA.
  - 4. When the Company is notified by LIDA that a Customer is no longer eligible for Lifeline service, their service will be billed at current tariffed rates.
  - 5. The Tribal Land Lifeline discount will be applied to a LIDA qualified Lifeline Customer’s account when the Tribal Land signed self-certification documentation is received by the Company from the Customer.
  - 6. Tribal Land Lifeline billing will be not implemented or continued when the Customer is no longer qualified by LIDA.
  - 7. When the Company is notified by LIDA that a Customer is no longer eligible for Lifeline service their Tribal Land Lifeline discount will be removed and their service will be billed at current tariffed rates.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.4 Lifeline Service (Cont'd.)****5.4.4 Lifeline Support Amounts**

- A.** Qualified Lifeline Customers will receive discounts on their monthly recurring charges for local service as follows:
1. Federal Discount  
(includes waiver of SLC at the rate tariffed by AT&T Texas) \$9.25
  2. State approved reduction: \$3.50
  3. Texas High Cost Universal Service Plan  
ILEC Area Discount – AT&T Territory \$2.42
- B.** The monthly discounted residential rate for local exchange service for qualifying low-income Customers may not be reduced below \$2.50.
- C.** Qualified Lifeline Tribal Lands Customers will receive, in addition to the discounts listed in 5.4.4.A, a federally approved reduction of \$25.00. The monthly discounted residential rate local exchange service for qualifying low-income individuals living on tribal lands may not be reduced below \$1.00.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.5 ACN DigitalTalk Express Dedicated Basic Fax Line \*\***

ACN DigitalTalk Express Dedicated Basic is a business fax service that provides customers with unlimited local<sup>1</sup> and 300 minutes of long distance calls within US and Canada. This service is only available to customers also subscribed to ACN DigitalTalk Express<sup>2</sup> and is intended only for fax use.

**5.5.1 Service Features**

ACN DigitalTalk Express Dedicated Basic Fax Line includes the following features:

- Unlimited local calls.<sup>1</sup>
- 300 minutes of long distance calls within the United States and Canada.

**5.5.2 Rates and Charges**

Non-Recurring Charge:	\$0.00
Monthly Recurring Charge:	\$30.00
Long Distance Usage (U.S. and Canada), above 300 minutes, per minute:	\$0.05

<sup>1</sup> Any business local calling plan is strictly for typical business applications and is subject to the following restrictions: no unlimited local plan shall be used in connection with auto-dialers, fax blasting, or similar activities. If the Company determines that the usage is inconsistent with the usage restrictions described herein, the Company may take immediate action to enforce the restrictions, including, but not limited to service suspension.

<sup>2</sup> ACN Digital Talk Express is an unregulated VoIP service offered by ACN's affiliate, ACN Digital Phone Service.

**\*\*** *Effective July 11, 2013, this service is grandfathered and available to existing Customers at existing locations for existing lines only.*

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET**

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**SECTION 5.0 – LOCAL EXCHANGE SERVICE (CONT'D.)****5.6 ACN Business Advantage Unlimited**

ACN Business Advantage Unlimited is a bundled local and toll service that provides commercial Customers with unlimited local calling, specified calling features and unlimited direct dialed domestic/Canada long distance service for a flat monthly rate. The Customer may also purchase data/fax lines for a separate monthly rate and/or Toll Free long distance service.

**5.6.1 Terms and Conditions****A. Restrictions and Limitations**

1. ACN Business Advantage Unlimited is available where offered and only to customers with an existing local exchange service access line provided by another local carrier. Customers must sign a service contract subject to ACN's approval. Certain calling features may not be available in all areas. The service may be used only for commercial voice calling. If it is determined that local usage is not consistent with commercial voice applications, the Customer's service may be disconnected after proper notice to the Customer.
2. Unlimited long distance calling included in this plan is strictly for typical commercial voice applications and is subject to the following restrictions: the unlimited plan shall not be used in connection with auto-dialers, internet dialing, fax blasting, telemarketing, call centers, party lines, or similar activities. Incidental calling for dial-up internet access, data, and fax applications is permitted up to a maximum of 1,000 minutes within any 30-day period. Usage beyond this threshold is presumed to be inconsistent with typical commercial voice applications and is strictly prohibited. If the Company determines that the usage is inconsistent with the usage restrictions described herein, the Company may take immediate action to enforce the restrictions, including, but not limited to service suspension, re-billing at the Company's standard long distance rates, and transition to a usage-rated long distance plan

**B. Service Term and Termination Liability**

1. Service is offered only on a contract basis with a minimum term of three (3) years.
2. An Early Termination Fee (ETF) of \$300, decremented by \$8.33 per month, will be applied if the Customer terminates the service prior to the end of the contract term.