

**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**  
**REGULATIONS AND SCHEDULE OF CHARGES**

**KENTUCKY DATA LINK, INC.**  
3701 Communications Way  
Evansville, IN 47715  
(877) 700.4535

**KENTUCKY DATA LINK, INC.**  
Legal and Regulatory Department  
8829 Bond Street  
Overland Park, Kansas 66214  
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This tariff contains the descriptions, regulations, and rates applicable to the furnishing of local exchange telecommunications services provided by Kentucky Data Link, Inc. within the State of Minnesota. This tariff is on file with the Minnesota Public Utility Commission. A copy of this tariff may be inspected during normal business hours at the company's principal place of business: 8829 Bond Street, Overland Park, KS 66214.

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Issued: February 22, 2008

Effective:

Issued By: John Greenbank, President  
Kentucky Data Link, Inc.  
3701 Communications Way  
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**CHECK SHEET**

The pages of this Tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

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**TARIFF FORMAT**

1. 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 tariff. 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.
2. 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 Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
3. 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.
4. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff 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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**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this Tariff 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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**DEFINITIONS**

Certain terms used generally throughout this Tariff are described below.

**Advance Payment:** Part or all of a payment required before the start of service.

**Access Services:** The Company's interstate telephone services offered pursuant to this Tariff.

**Authorized User:** A person, firm, or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

**Catastrophic Interruption:** A complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary and catastrophic nature.

**Commission:** Minnesota Public Utilities Commission.

**Company:** The term "Company" denotes Kentucky Data Link, Inc.

**Customer:** The person, firm, or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Dedicated** or **Private Line:** A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

**Demarcation:** Location of point at which Company's facilities connect to facilities on the Customer's premise.

**End User** or **User:** Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

**Enhanced Services:** Services offered over common carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol, or similar aspects of the Customer's transmitted information; and/or that provide Customer additional, different, or restructured information; and/or that is transmitted in packet format; and/or that offers the capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, making available, or interacting with information.

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**DEFINITIONS (Cont'd)**

**ICB** or **Individual Case Basis**: A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

**Network**: Refers to the Company's facilities, equipment, and services provided under this Tariff.

**Network Service**: Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Minnesota.

**Non-Catastrophic Interruption**: All interruptions other than Catastrophic Interruptions.

**Service Commencement Date**: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

**Service Order**: The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

**Shared**: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**Switched Access Service**: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

**User**: A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

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**APPLICATION OF TARIFF**

**3.1 Scope**

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Minnesota.

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**REGULATIONS****4.1 Undertaking of the Company****4.1.1 Scope**

The Company undertakes to furnish dedicated and private line services in accordance with the terms and conditions set forth in this Tariff. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

**4.1.2 Shortage of Facilities**

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

**4.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which 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 Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. This Tariff shall be interpreted and governed by the laws of the State of Minnesota, regardless of its choice of laws provision.

**REGULATIONS (Cont'd)**

**4.1 Undertaking of the Company (Cont'd)**

**4.1.4 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, misrepresentations, 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 this Tariff.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, 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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**REGULATIONS (Cont'd)**

**4.1 Undertaking of the Company (Cont'd)**

**4.1.4 Limitations on Liability (Cont'd)**

- D. The Company shall not be liable for any claims for loss or damages involving:
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;
  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 transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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**REGULATIONS (Cont'd)**

**4.1 Undertaking of the Company (Cont'd)**

**4.1.4 Limitations on Liability (Cont'd)**

**D. (Cont'd)**

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 this Tariff.
7. Defacement of or damage to Customer premises or property that results from the Company's furnishing of services or the Company's provision of equipment 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,
9. Injury to property or injury or death to persons arising out of construction, installation, maintenance, presence, use or removal of Customer-owned equipment connected to or to be connected to the Company's facilities;
10. Any noncompletion of calls due to network busy conditions;
11. Any calls not actually attempted to be completed during any period that service is unavailable;

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**REGULATIONS** (Cont'd)**4.1 Undertaking of the Company (Cont'd)****4.1.4 Limitations on Liability (Cont'd)**

- E. The Company shall be indemnified, defended, and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service.

**REGULATIONS** (Cont'd)

**4.1 Undertaking of the Company (Cont'd)**

**4.1.4 Limitations on Liability (Cont'd)**

- G. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
  
- H. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THOSE OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT DAMAGES ARISING HEREUNDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES AND IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND INCLUDING INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL OR PUNITIVE DAMAGES.

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**REGULATIONS** (Cont'd)**4.1 Undertaking of the Company (Cont'd)****4.1.5 Testing and Adjusting**

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

**4.1.6 Provision of Equipment and Facilities**

- A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained, and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the through transmission of signals generated 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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**REGULATIONS (Cont'd)****4.1 Undertaking of the Company (Cont'd)****4.1.7 Special Construction**

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

Special construction charges will be determined as described herein.

**4.1.8 Ownership of Facilities**

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

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**REGULATIONS (Cont'd)****4.2 Prohibited Uses**

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. 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 Access 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 Tariff will apply.

**4.3 Obligations of the Customer****4.3.1 Customer Premises Provisions**

- A. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

**REGULATIONS** (Cont'd)

**4.3 Obligations of the Customer (Cont'd)**

**4.3.2 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, invitees, 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 Subsection 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; (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff 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.

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**REGULATIONS** (Cont'd)**4.4 Customer Equipment and Channels****4.4.1 Interconnection of Facilities**

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

**4.4.2 Inspections**

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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**REGULATIONS** (Cont'd)**4.4 Customer Equipment and Channels (Cont'd)****4.4.3 Station Equipment**

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user 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.

**4.4.4 Interconnection Provisions**

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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**REGULATIONS (Cont'd)****4.5 Customer Deposits and Advance Payments****4.5.1 Advance Payments**

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.

Federal, State or Municipal governmental agencies may not be required to make advance payments.

**4.5.2. Credit Policy****4.5.2.1 Deposits**

The utility may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. The utility may determine whether a customer has established good credit with that utility, except as herein restricted:

- A. A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
- B. A utility shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
- C. No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be bailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

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**REGULATIONS (Cont'd)****4.5 Customer Deposits and Advance Payments (Cont'd)****4.5.2 Credit Policy (Cont'd)****4.5.2.1 Deposits (Cont'd)**

- D. When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the utility, except where such bill has been discharged in bankruptcy. A utility shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to that utility. The utility may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the utility to a bill when the bill has been determined by the utility to be delinquent. Each utility shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

Interest shall be paid on deposits in excess of \$20 at the rate set by the Commissioner of the Department of Commerce as required by Minnesota Statutes §325E.02. The interest rate may be found on the Department of Commerce website at [www.commerce.state.mn.us](http://www.commerce.state.mn.us). Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The utility may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

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**REGULATIONS** (Cont'd)**4.5 Customer Deposits and Advance Payments (Cont'd)****4.5.2 Credit Policy (Cont'd)****4.5.2.2 Guarantee Requirements**

The utility may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the utility whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 60 days' written notice to the utility. Upon termination of a guarantee contract or whenever the utility deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Minnesota Rules. The utility shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

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**REGULATIONS (Cont'd)****4.6 Payment Arrangements****4.6.1 Taxes and Regulatory Charges****A. Taxes**

The Subscriber is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, surcharges or reimbursement of said taxes, charges or surcharges (however designated) imposed on or based upon the provision, sale or use of the Company network services. All applicable taxes shall be added pro rata, insofar as practical, and shall be listed as separate line items in Subscriber's billing invoices and are not included in the quoted rates herein. Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata insofar as possible on the basis of the revenue derived by Company from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately the bill.

**B. Regulatory Charges**

The Subscriber is responsible for any and all mandated, authorized, and/or allowed charges related to or arising out of Company's obligations to comply with regulatory directives of federal and state commissions with jurisdiction over telecommunications. In addition to such fees, Company will include a separate regulatory compliance charge to cover the administrative burden and overhead for such charges that may not be recovered as part of the separately itemized charge to the extent not prohibited by law. All regulatory charges will be listed as separate line items on Customer's bill and are not included in the quoted rates herein.

**4.6.2 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 of the invoice.
- 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 of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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**REGULATIONS** (Cont'd)**4.6 Payment Arrangements (Cont'd)****4.6.2 Billing and Collection of Charges (Cont'd)**

- 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 Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment fee shall only be charged for invoice balances that exceed \$20.00. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the rate of 1.25 percent per month.
- F. The Customer will be assessed a charge of Twenty-Five Dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.
- H. The Company will not withhold number portability from any Customer merely because the Customer's account is in arrears.

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**REGULATIONS** (Cont'd)**4.6 Payment Arrangements (Cont'd)****4.6.3 Billing Disputes****A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as verbal or written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. When a Customer disputes a bill, the Company shall not discontinue service for nonpayment as long as the Customer (1) pays the undisputed portion of the bill; (2) pays all future bills by the due date and (3) enters into discussions with the Company to settle the dispute.

**B. Late Payment Charge**

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff. If bills are paid by mail, the date payment is received by the Company will be considered the date of payment.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge. No late payment shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.

**REGULATIONS (Cont'd)**

**4.6 Payment Arrangements (Cont'd)**

**4.6.3 Billing Disputes (Cont'd)**

**C. Adjustments or Refunds to the Customer**

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

**REGULATIONS** (Cont'd)

**4.6 Payment Arrangements (Cont'd)**

**4.6.3 Billing Disputes (Cont'd)**

**D. Unresolved Billing Disputes and Customer Complaints**

1. Customers may register any inquiry or complaint at:

Kentucky Data Link, Inc.  
3701 Communications Way  
Evansville, IN 47715  
Phone: (877) 700-4535  
Web: www.kdlink.com

2. Customers unable to resolve a dispute with the Company submit any inquiry or complaint to the:

Minnesota Public Utilities Commission  
Consumer Affairs Office  
121 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101-2147  
Metro Phone: 651-296-0406  
Non-Metro Phone: 1-800-657-3782  
Fax : 651-297-7073  
Email: consumer.puc@state.mn.us  
Web: www.puc.state.mn.us

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**REGULATIONS (Cont'd)****4.6 Payment Arrangements (Cont'd)****4.6.4 Discontinuance of Service for Cause**

- A. The company may discontinue service to a customer without notice under the following conditions:
1. in the event of tampering with the company's equipment;
  2. in the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
  3. in the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.
- B. The company may discontinue service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal holidays) notice:
1. for failure of the customer to pay a bill for service when due;
  2. for failure of the customer to meet the company's deposit and credit requirements;
  3. for failure of the customer to make proper application for service;
  4. for customer's violation of any of the company's rules on file with the Commission;
  5. for failure of the customer to provide the company reasonable access to its equipment and property;
  6. for customer's breach of the contract for service between the company and the customer;
  7. for failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service; or
  8. when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

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**REGULATIONS** (Cont'd)

**4.6 Payment Arrangements (Cont'd)**

**4.6.4 Discontinuance of Service for Cause (Cont'd)**

- C. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

**4.6.5 Notice to Company for Cancellation of Service**

Customers receiving service on a month-to-month basis and desiring to terminate service, shall provide Company thirty (30) days written notice of their desire to terminate service.

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**REGULATIONS (Cont'd)****4.6 Payment Arrangements (Cont'd)****4.6.6 Customer Overpayment**

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

**4.6.7 Cancellation of Application for Service**

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to 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.

**4.7 Reserved for future use**

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**REGULATIONS (Cont'd)****4.8 Allowances for Interruptions in Service****4.8.1 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 Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, 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.

**4.8.2 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 Tariff by any person or entity other than the Company, including, but not limited to, the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

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**REGULATIONS (Cont'd)**

**4.8 Allowances for Interruptions in Service (Cont'd)**

**4.8.2 Limitations of Allowances (Cont'd)**

- C. 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;
- D. During any period in which the Customer continues to use the service on an impaired basis;
- E. 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. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
- G. That was not reported to the Company within thirty (30) days of the date that service was affected; and
- H. That occurs during the course of routine maintenance, testing and/or adjustment of the Network or facilities related to the provisions of service.

**4.8.3 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.

**REGULATIONS (Cont'd)**

**4.8 Allowances for Interruptions in Service (Cont'd)**

**4.8.4 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.

**REGULATIONS (Cont'd)**

**4.8 Allowances for Interruptions in Service (Cont'd)**

**4.8.4 Application of Credits for Interruptions in Service (Cont'd)**

- C. When main service is interrupted for a period of at least 24 hours, credit to customers shall apply at the following rate: (1) 1/30 of monthly rate for each of the first 3 full 24-hour periods; and (2) 2/30 of monthly rates for each full 24-hour period beyond the first 3 24-hour periods. However, in no instance may the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered useless or impaired.

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**REGULATIONS** (Cont'd)**4.9 Customer Liability for Unauthorized Use of the Network****4.9.1 Unauthorized Use of the Network**

- A. Unauthorized use of the Network occurs when: (1) 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 Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc. Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

**REGULATIONS** (Cont'd)

**4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)**

**4.9.2 Liability for Unauthorized Use**

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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**REGULATIONS** (Cont'd)**4.10 Telecommunications Access Minnesota (TAM)****4.10.1 Definition**

This tariff provides for a surcharge to establish and administer a program to distribute communications devices to eligible Minnesotans who have a hearing, speech, or physical disability and to create and maintain telecommunications relay services.

**4.10.2 Eligibility for Communications Devices**

The Department of Human Services is responsible for distributing communications devices and will determine if a consumer is eligible for such devices. To be eligible to obtain a communication device, a person must be:

- A. able to benefit from and use the equipment for its intended purpose;
- B. have a hearing, speech or physical disability;
- C. a resident of the state;
- D. a resident in a household that has a median income at or below the applicable median household income in the state, except a deaf and blind person applying for a telebraille unit may reside in a household that has a median income no more than 150 percent of the applicable median household income in the state; and
- E. a resident in a household that has telephone service or that has made application for service and has been assigned a telephone number; or a resident in a residential care facility, such as a nursing home or group home where telephone service is not included as part of overall service provision.

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**REGULATIONS** (Cont'd)**4.10 Telecommunications Access Minnesota (TAM) (Cont'd)****4.10.3 Eligibility for Wiring Installation**

If a person with a hearing, speech or physical disability does not have wiring to the person's premise to receive telephone service, and the person is subject to economic hardship as determined by the Department of Human Services, the telephone company providing local service shall at the direction of the administrator of the program install necessary outside wiring without charge to the household.

**4.10.4 Funding**

The program is funded through a surcharge on residence and business access lines which pay the 911 surcharge.

**4.10.5 Rates**

The surcharge rate is the effective rate ordered by the Minnesota Public Utilities Commission. The company is responsible for billing, collecting and remitting the surcharge to appropriate government agency.

TAM Surcharge:           \$.06

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**REGULATIONS (Cont'd)****4.11 Cancellation of Service****4.11.1 Cancellation For Service Interruption**

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

**4.11.2 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees 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.

**4.11.3 Termination Liability**

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

1. all unpaid Non-Recurring charges for services already rendered to the Customer by the Company, plus;
2. all Recurring Charges specified in the applicable Service Order for the balance of the then current term. These charges will be discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
3. minus a reasonable allowance for any costs that were avoided by the Company as a direct result of the Customer's cancellation.

Customer's termination liability described above shall not exceed the total recurring charges for the remainder of the term.

**SERVICE DESCRIPTIONS****5.1 General**

The Company's service offerings are described below. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or on an individual case basis. The Company plans to serve the following exchanges:

Adrian	Brownsville	Crystal	Freeborn
Afton	Bryant	Currie	Fridley
Albert Lea	Buffalo	Dakota	Front
Amboy	Buhl	Dawson	Frost
Annandale	Burnsville-Frontier	Delavan	Garden City
Anoka	Burnsville-Qwest	Detroit Lakes	Gaylord
Apple Valley	Caledonia	Duluth	Gilman
Appleton	Cambria	Eagle Lake	Glen Prairie
Arlington	Cambridge	East Chain	Glendorado
Austin	Canby	East Grand Forks	Glenville
Avoca	Cannon Falls	Easton	Glenwood
Avon	Canton	Eden Prairie	Good Thunder
Balaton	Carlton	Edgerton	Grand Marais
Barnum	Cass Lake	Eitzen	Grand Meadow
Battle Lake	Cedar	Elk River	Grand Rapids
Becker	Central Avenue	Ellsworth	Granger
Beech	Ceylon	Elmore	Green Isle
Belle Plaine	Chandler	Elysian	Guckeen
Bemidji	Chatfield	Emerson	Hamel
Bena	Chester	Enfield	Hanover
Big Lake	Chisholm	Estherville	Harmony
Biwabik	Cleveland	Excelsior	Hartland
Blaine	Cloquet	Fairmont	Hawley
Blue Earth	Cold Spring	Faribault	Henderson
Bock	Coleraine	Farmington	Henning
Braham	Cook	Fergus Falls	Hibbing
Brainerd	Coon Rapids	Foley	Hinckley
Breckenridge	Cottage Grove	Forest Lake	Hokah
Bricelyn	Cotton	Foreston	Holdingford
Brooklyn Center	Crookston	Fort Snelling	Hopkins

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**SERVICE DESCRIPTIONS (Cont'd)****5.1 General (Cont'd)**

Houston	Market	Ortonville-Big Stone	South Haven
Huntley	Marshall	Ostrander	Spirit Lake
Iona	Midway	Owatonna	Spring Grove
Isanti	Minneapolis 24th Avenue	Park Rapids	St. Charles
Ivanhoe	Minneapolis 66th Avenue	Park Row	St. Clair
Jackson	Minneapolis 7th Avenue	Paynesville	St. Cloud
Janesville	Minneapolis Beard	Pemberton	St. Joseph
Jordan	Minneapolis Downtown	Penn Avenue	St. Leo
Kasson	Minneapolis Franklin Avenue	Peterson	St. Peter
Keewatin	Minnesota Lake	Pillsbury Avenue	Staples
Kilkenny	Montevideo	Pine City	Stewartville
La Crescent	Montgomery	Pine Island	Stillwater
Lake Crystal	Monticello	Pipestone	Swanville
Lake Park-Iowa	Montrose	Plymouth Fernbrook	Thief River Falls
Lake Wilson	Moorhead	Porter	Tofte
Lakefield	Moose Lake	Princeton	Tracy
Lakeville	Mora	Prior Lake	Trimont
Lanesboro	Morris	Prosper	Truman
Le Center	Morristown	Racine	Two Harbors
Le Sueur	Nashwauk	Ramey	Vernon Center
Leota	Navarre	Red Wing	Virginia
Lewisville	New Albin	Redwood Falls-Morton	Wabasha
Lexington	New Market	Rice	Wadena
Litchfield	New Prague	Rice Street	Wanamingo
Little Falls	New Ulm	Rochester	Waseca
Lonsdale	Nicollet	Rock Dell	Waterville
Luverne	Nisswa	Rockford	Waverly
Mabel	Normandale	Rosemount	Wayzata
Madison	North Branch	Royalton	Webster
Madison Lake	Northfield	Rush City	Welcome
Mahnomen	Northrop	Rushford	Wells
Manchester	Oak Grove	Sandstone	White Bear Lake
Mankato	Oakdale West	Sauk Centre	Willmar
Mantorville	Ogilvie	Shakopee	Windom
Maple Lake	Okabena	Sherburn	Winnebago
Maple Plain	Olivia-Bird Island	Silver Bay	Winona
Mapleton	Onamia	Slayton	Worthington
Maplewood	Orchard	Soderville	Wykoff
Marble	Oronoco	South	Zimmerman

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**SERVICE DESCRIPTIONS**

**5.2 Basic Local Exchange Service**

Local exchange service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each local exchange service enables users to:

- receive calls from other stations on the public switched telecommunications network;
- access other services offered by the Company as set forth in this tariff;
- access (at no additional charge) the Company's business office for service related assistance;
- access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's tariffs, or which maintain other types of traffic exchange arrangements with the Company; and
- access operator assisted services 24 hours a day.

Each local exchange service is available on a 'Full' service basis, whereby service is delivered to a demarcation/connection block at the customer's premise.

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**SERVICE DESCRIPTIONS (Cont'd)****5.2 Basic Local Exchange Service (Cont'd)****5.2.1 Standard Local Loop Service**

5.2.1.A Standard local loop service provides the physical connection between the Customer's premise and the Company's local switching facilities. An installation charge will apply for connection of the local loop to the Company's switching facilities. Standard local loop service provides a Customer with 64 kbps access to the following telecommunications services:

single-party voice-grade service;

dial tone line services;

local usage services;

equal access to all available long distance carriers;

touch-tone service;

white pages listing;

E911 service;

local directory assistance service;

telecommunications access; and

One white pages directory per year.

access to free toll and information service-blocking capability

access to free per call blocking of call identification services

access to free per line blocking of caller identification services for all residential customers & commercial customers that have a special need for said service

**5.2.1.B Directory Listings**

For each Customer of Company-provided local exchange services, the Company shall, upon customer request, arrange for the listing of the Customer's main billing telephone number in the directories published by the dominant local exchange carrier in the area at no additional charge.

This free service will be offered once per year may include multiple

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local calling areas in certain circumstances. Customers may also request to have their numbers unlisted or unpublished.

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**SERVICE DESCRIPTIONS (Cont'd)****5.2 Basic Local Exchange Service (Cont'd)****5.2.1.C Directory Assistance**

Customers and Users of the Company's calling services may obtain directory assistance in determining telephone numbers within Minnesota by calling the Directory Assistance operator.

Under certain circumstances, credit will be given for calls to Directory Assistance. To receive a credit, the Customer must notify the Company Business Office of the problem experienced. Credit will be given when any of the following apply:

- the Customer experiences poor transmission or is cut-off during the call;
- the Customer is given an incorrect telephone number; or
- the Customer inadvertently misdials an incorrect Directory Assistance NPA.

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**SERVICE DESCRIPTIONS (Cont'd)**

**5.2 Basic Local Exchange Service (Cont'd)**

**5.2.2 Call Tracing**

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a customer.

**5.2.2.1 Definitions Application to Call Tracing**

*Customers* – means a person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

*Customer-originated call-tracing service* – means a customer-activated, call-specific form of call tracing available as part of a set of services called Customer Local Area Signaling Service (CLASS).

*Emergency* – means a situation that appears to present immediate danger to person or property.

*Investigative or law enforcement officer* – means an officer of the United States, a state, or a political subdivision of the United States or a state, or a University of Minnesota peace officer, which is empower by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

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**SERVICE DESCRIPTIONS (Cont'd)**

**5.2 Basic Local Exchange Service (Cont'd)**

**5.2.2 Call Tracing (Cont'd)**

**5.2.2.2 Terms and Conditions**

- A. Call Tracing will be provided when requested by both a customer and an investigative or law enforcement officer and the customer has provided consent. Normally written consent will be required. In emergencies, call tracing will be provided upon receiving oral consent from the customer. The customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.
- B. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to customers receiving call-tracing services.
- C. The company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.
- D. The company may provide customer-originated call-tracing service (CLASS Call Trace) as an alternative to Call Tracing in response to a Call Tracing request from a customer who is located in an exchange where CLASS Call Trace is available and where CLASS Call Trace will function as accurately as Call Tracing.

**5.2.2.3 Rates**

Call Tracing Setup

- During Normal Business Hours \$5.00
- Outside of Business Hours \$10.00

Extension of Call Tracing period at request of investigative or law enforcement agency:

No Charge

Provision of Call Tracing information to investigative or law enforcement agency:

No Charge

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**SERVICE DESCRIPTIONS (Cont'd)****5.3 Rate Categories**

There are seven rate categories that may apply to Company's Services.

**5.3.1 Channel Terminations**

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

**5.3.2 Optional Features and Functions**

The Optional Features and Functions Rate Category provides for optional services which may be added to a Company's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be derived using various combinations of equipment.

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**SERVICE DESCRIPTIONS (Cont'd)****5.3 Rate Categories (Cont'd)****5.3.3 Extraordinary Charges**

From time to time, Customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this Tariff shall be approved by the Commission prior to the provision of such service.

**5.3.4 Volume Discounts**

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this Tariff, to Customers that subscribe to substantial volumes of Company's services.

**5.3.5 Term Discounts**

Customers will be eligible for discounts for executing agreements for services for one to seven years, as specified in this Tariff.

**5.3.6 Local Flat-Rate Service**

This rate category will be applicable anytime a customer orders Local Loop Line Service.

**5.3.7 Directory Charges**

Charges in this rate category will apply on a per use basis whenever directory assistance is accessed or when an additional listing is purchased.

**SERVICE DESCRIPTIONS (Cont'd)**

**5.4 Special Contracts**

[INTENTIONALLY LEFT BLANK]

**5.5 Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer. Notice of such promotional service offerings will be filed with the Commission for approval. All promotion notices to the Commission will comply with Minn. Stat. § 237.626.

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**SERVICE DESCRIPTIONS (Cont'd)****5.6 Telephone Assistance Plan (TAP)**

TAP is a state sponsored assistance program under Minnesota Statutes Chapter 237 and is designed to make telephone service accessible to qualifying low-income residential households. Through this program, eligible households will receive a monthly discount on their telephone service.

**5.7.1 Eligibility Requirements**

To be eligible for assistance, an applicant must meet the following requirements:

**5.7.1.1** This discount applies on a single line at the principal place of residence for the applicant.

**5.7.1.2** Applicant signs document certifying under penalty of perjury that the consumer has income at or below 135 percent of the Federal Poverty Guidelines or receives benefits from at least one of the following programs:

- Medicaid
- Food Support (Food stamps)
- Supplemental Security Income
- Federal Public Housing Assistance or Section 8
- Low Income Home Energy Assistance Program
- National School Lunch Program's Free Lunch Program
- Temporary Assistance for Needy Families (Minnesota Family Investment Program, or MFIP)

Individuals who do not qualify under any of the above but live on a federally recognized reservation may qualify if the applicant signs a document certifying under penalty of perjury that the applicant receives benefits from at least one of the following programs:

- Bureau of Indian Affairs General Assistance
- Tribally Administered Temporary Assistance for Needy Families
- Head Start (only for those meeting its income qualifying standard)
- National School Lunch Program's free lunch program

**5.7.1.3** Applicant agrees to notify the carrier if that consumer ceases to participate in any of the above listed federal assistance programs.

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**SERVICE DESCRIPTIONS (Cont'd)****5.7 Telephone Assistance Plan (TAP) (Cont'd)****5.7.2 Eligibility Revocation**

If the telephone company discovers that conditions exist that disqualify the recipient of TAP, the support will be discontinued. The customer will be billed retroactively to whichever is the most recent of the dates TAP assistance commenced or the recipient no longer qualified for the service not to exceed 12 months.

**5.7.3 State TAP Monthly Surcharge**

The surcharge rate is the effective rate ordered by the Minnesota Public Utilities Commission. The company is responsible for billing, collecting and remitting the surcharge to appropriate government agency.

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**SERVICE DESCRIPTIONS** (Cont'd)**5.8 Hosted Local Service**

Hosted Local Service is a bundled service that offers dedicated Internet access, enhanced data services, managed router services, and all the features of a traditional voice system - Centrex, PBX, Key or IP-PBX - and delivers them as a hosted IP service with IP-based management tools accessed via an Internet connected browser. There are three different bundles for the Customer to select from.

	<b>INCLUDED IN BUNDLE</b>			
	<b>Minutes*</b>	<b>Lines†</b>	<b>Max</b>	<b>Outbound Numbers‡</b>
Bundle 1	1,500	6	up to 16	2
Bundle 2	4,500	16	up to 24	4
Bundle 3	9,000	30	up to 48	5

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\* Refers to the minutes included in that plan for LD (1+) and Toll Free (8XX) calls.

† Refers to the number of concurrent calls the Customer can make. This is not a reference to the number of phone numbers that will be allocated to the Customer.

‡ Refers to the number of outbound caller ID numbers the customer will be provided.

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**RATES AND CHARGES**

**6.1 General Regulations**

- 6.1.1 The following rates apply for the Company's services listed above.
- 6.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.
- 6.1.3 Unless otherwise indicated, rates apply uniformly in all areas served by Company.
- 6.1.4 Services for which a rate of "NOC" is listed are not offered currently.

**6.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges**

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

**6.3 Nonrecurring Charge**

Nonrecurring charges will be charged on a time and materials basis.

**6.4 Special Construction**

**6.4.1 Basis for Rates and Charges**

Rates and charges for special construction will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

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**RATES AND CHARGES (Cont'd)****6.4 Special Construction (Cont'd)****6.4.2 Basis for Cost Computation**

The costs referred to in Section 6.4.1 may include one or more of the following items to the extent that they are applicable:

- A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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**RATES AND CHARGES (Cont'd)**

**6.5 Rates**

**6.5.1 Basic Local Exchange Service**

**6.5.1.1 Standard Local Loop Service**

Monthly Recurring Charge - \$29.20 per line  
Non-Recurring Charge - \$73.00 per line

**6.5.1.2 Directory Listings**

Additional Listings – Monthly Recurring Charge - \$6.00  
Additional Listings – Non-Recurring Charge - \$19.00

**6.5.1.3 Directory Assistance§**

Per Number Requested - \$1.25

**6.5.1.4 Restoration Charge**

Non-Recurring Charge - \$48.00

**6.5.2 Hosted Local Service**

**6.5.2.1 Bundle 1**

Non-Recurring Charge: \$500.00  
Monthly Recurring Charge – 24 Month Contract: \$594.00  
Monthly Recurring Charge – 48 Month Contract: \$495.00  
Monthly Recurring Charge – 60 Month Contract: \$421.00

**6.5.2.2 Bundle 2**

Non-Recurring Charge: \$1,000.00  
Monthly Recurring Charge – 24 Month Contract: \$1,110.00  
Recurring Charge – 48 Month Contract: \$925.00  
Recurring Charge – 60 Month Contract: \$786.00

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§ Directory Assistance Charges apply for all requests for which the Company’s facilities are used, after the use by the customer of the number of “free” calls to Directory Assistance required by rules of the Minnesota Public Utility Commission.

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**RATES AND CHARGES (Cont'd)****6.5 Rates (Cont'd)****6.5.2 Hosted Local Service (Cont'd)****6.5.2.3 Bundle 3**

Non-Recurring Charge: \$1,500.00  
 Recurring Charge – 24 Month Contract: \$2,100.00  
 Recurring Charge – 48 Month Contract: \$1,750.00  
 Recurring Charge – 60 Month Contract: \$1,488.00

**6.5.2.4 Optional Products/Services**

<b>Product/Service</b>	<b>Non-Recurring Charge</b>	<b>Monthly Recurring Charge</b>
Voicemail (per user)	\$30.00	\$5.00
Auto Attendant	\$30.00	\$20.00
Hunt Group	\$30.00	\$15.00
Unified Messaging	\$30.00	\$15.00
Site to Site Connectivity	\$0.00	\$100.00
Additional Line (per line)**	\$30.00	\$35.00

**6.5.2.5 Ancillary Charges**

	<b>Non-Recurring Charge</b>	<b>Monthly Recurring Charge</b>
Directory Listing	\$10.00	\$0.00
DID's (per number)	\$15.00	\$0.25
Toll Free (per number)	\$15.00	\$1.00
DA Call Completion (per call)	\$0.25	NA
Directory Assistance (per call)	\$0.65	NA

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\*\* The Customer will receive an additional 300 minutes per line added to a Hosted Local Service bundle.

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