

GUADALUPE VALLEY
TELEPHONE COOPERATIVE, INC.

LOCAL EXCHANGE TARIFF

GUADALUPE VALLEY TELEPHONE COOPERATIVE, INC.
36101 F.M. 3159
NEW BRAUNFELS, TX 78132-5900
830-885-4411

APPLICATION OF TARIFF

Guadalupe Valley Telephone Cooperative, Inc. (GVTC) provides telecommunications common carrier services in fifteen (15) exchanges located in South Central Texas serving parts of eleven (11) counties in the area under Certificate of Convenience and Necessity No. 40038, approved by the Public Utility Commission of Texas and as defined on the Guadalupe Valley Telephone Cooperative's exchange service area maps as approved and on file with the Commission. GVTC has its main business office located at 36101 F.M. 3159, New Braunfels, Texas, 78132-5900, telephone number (830)885-4411 or (800)367-4882.

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This tariff contains the regulations and rates which apply to Local Exchange services furnished by GVTC.

The rates and services provided in this tariff are regulated and approved by the Public Utility Commission of Texas in compliance with the Public Utility Regulatory Act and the rules adopted by the Commission.

EXPLANATION OF SYMBOLS

The following symbols will be used in the right-hand margins of each tariff page to indicate changes made on the sheets:

- (C) Indicates a Change in Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates a Move of Text but No Change in Text, Rate or Regulation
- (N) Indicates a New Rate or Regulation
- (R) Indicates a Rate Reduction
- (T) Indicates a Change in Text but No Change in Rate or Regulation

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LOCAL EXCHANGE SERVICE**I. DESCRIPTION OF OPERATIONS**

Guadalupe Valley Telephone Cooperative, Inc. (the Cooperative) is a non-profit telephone cooperative corporation chartered under the Texas Telephone Cooperative Act. Guadalupe Valley Telephone Cooperative, Inc. was formed and incorporated by the rural residents whom it originally served. It was the aim and still is the aim of Guadalupe Valley Telephone Cooperative, Inc., to provide dependable area-wide telephone service on the cooperative plan and at the lowest cost consistent with sound economy and good management.

Guadalupe Valley Telephone Cooperative, Inc., provides telecommunications services in the exchanges of Balcones, Bulverde, Cost, Cranes Mill, Hancock, Kenberg, Kingsbury, Leesville, Rocky Creek, Sabina, Sattler, Saturn, Smithsons Valley, Westhoff and Waelder.

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Any person, firm, association, corporation, or body politic subdivision thereof, may become a member of Guadalupe Valley Telephone Cooperative, Inc., by agreeing to comply with and be bound by the articles of incorporation and bylaws of the cooperative and any rules and regulations adopted by the Board not inconsistent with law.

In the year 1950 a group of interested citizens decided it was imperative that modern dial tone telephone service be made available to the people in the unserved rural areas of Comal, Bexar, Blanco, Hays and Kendall counties. Several independent telephone companies were contacted and were asked to extend their lines into these unserved areas. One company took a good look at the rough, rocky terrain with ranches scattered thinly through the hills and noticed that the area didn't have a single town, village, or hamlet. Telephone service in the hill country, they decided, was not feasible as a paying proposition.

Not discouraged by the above failure, the same group banded together and formed a cooperative. Various meetings were held, and finally on September 10, 1951, a Charter was applied for from the Secretary of State of Texas and was received on September 21, 1951.

LOCAL EXCHANGE SERVICE

I. DESCRIPTION OF OPERATIONS (Continued)

The next move was to secure financing. Efforts to secure local financing met with poor response, therefore the Cooperative proceeded to request a loan from the Rural Electrification Administration (REA) in Washington, D.C. An area survey was made in order to prove the feasibility of such a project and to provide the necessary information to establish a rate structure for this area. After the area survey proved feasible, a consulting engineering firm was employed to make an Area Coverage Design of the needed outside plant, buildings and central office equipment.

Finally, on August 31, 1953, the first Rural Electrification Administration loan was approved for Guadalupe Valley Telephone Cooperative, Inc. to furnish telephone service to subscribers in the rural areas of Comal, Bexar, Blanco, Hays and Kendall Counties. The first five exchanges, Bulverde, Kenberg, Sabina, Sattler, and Smithsons Valley, were placed into service on April 23, 1955 with 511 subscribers.

A "cutover" celebration culminating five years of hard work and planning by the phone-less residents in the Hill Country northwest of New Braunfels was held April 23, 1955, at Smithsons Valley. These citizens who had understood problems and needs of a communications system had accomplished, with the assistance of the REA, the stretching of communication lines connecting otherwise "isolated communities" with each other and the outside world. The highlight of the celebration was a direct telephone call placed to Ancher Nelsen, then REA Administrator in Washington, D.C.

After the "cutover" celebration held on April 23, 1955, at which time 511 telephones were placed into service, the Cooperative grew as follows.

The first step in the expansion of the Cooperative's service area was with the addition of the Balcones Exchange. This area had been served by the Balcones Mutual Telephone Company and was located in Bexar and Kendall Counties, north of San Antonio and south of Boerne. This exchange was placed into service in March, 1956, with 75 subscribers.

LOCAL EXCHANGE SERVICE

I. DESCRIPTION OF OPERATIONS (Continued)

In 1957 an independent telephone company proposed to sell some of their rural telephone properties in Gonzales and adjacent counties, namely: Guadalupe, Caldwell and DeWitt. After considerable negotiation, the sale was finalized in December, 1959. The service in this area at that time was common battery or magneto type. Three small magneto exchanges were operated in Kingsbury, Leesville, and Westhoff. Some of the outlying areas in these counties were unserved. It was necessary for Guadalupe Valley Telephone Cooperative to construct an entirely new system in this area. After completion, 95 percent of the outside plant was buried cable, and four new central office buildings with new automatic dial equipment were installed for the Cost, Kingsbury, Saturn, and Westhoff Exchanges. These four exchanges were placed into service in December, 1960, with 721 new subscribers.

Then in April of 1964, the Rocky Creek Exchange near Smithville in Bastrop County was placed into operation. This unserved area had no type of telephone service. Modern telephone service was the first for 63 subscribers. Thus, Guadalupe Valley Telephone Cooperative, Inc. had a total of eleven (11) exchanges in service.

During this time the Cooperative was experiencing growth in all areas, and it was necessary to plan for the addition of outside plant and more modern central office equipment throughout the area. The Sattler Exchange area was experiencing the greatest growth due to the development and subdivision growth in the Canyon Lake area. Engineering studies were made, and REA funds were approved to create two additional exchanges within the Sattler Exchange, this being Cranes Mill and Hancock. It was found to be more economical to build new buildings and equip them with new equipment than to run large amounts of cable all around Canyon Lake and back to one central point. The Cranes Mill Exchange with 60 subscribers was placed into service in December, 1964, and the Hancock Exchange with 76 subscribers was placed into service in February, 1967.

LOCAL EXCHANGE SERVICE

I. DESCRIPTION OF OPERATIONS (Continued)

The Cost Exchange in Gonzales County was also experiencing rapid growth in the Leesville area. After engineering studies and REA funds were approved, the Leesville Exchange was placed into service in December, 1965, with 115 subscribers.

At this time, the Bulverde and Smithsons Valley Exchanges began to show rapid subdivision development. Due to this, in 1968 two new central office buildings were constructed for the Bulverde and Smithsons Valley Exchanges. This being the most critical area in need of expansion at the time. New central office equipment was installed in each office, increasing the total equipped lines from 100 to 200 in each office with an ultimate increase of any number of lines required per office.

This new equipment was the first step in a series to provide more modern dial service to the people of this area. Due to limited funds, the second step was the building of additional lines in these exchanges.

On June 1, 1996, GVTC purchased the Waelder telephone exchange from General Telephone Co. of the Southwest. This acquisition added 365 additional telephone customers to GVTC's existing customer base. Geographically, the GTE-owned exchange was completely surrounded by the GVTC exchanges of Saturn and Rocky Creek. The Waelder acquisition allowed GVTC to upgrade and improve existing telephone lines and equipment, and to eventually offer additional and enhanced telecommunications services. Residents and businesses in Waelder were eager and proud to become GVTC Co-op. members.

Guadalupe Valley Telephone Cooperative, Inc. now operates a total of fifteen (15) exchanges in eleven counties.

In 1950, the objective of Guadalupe Valley Telephone Cooperative, Inc., was to provide telephone service to unserved rural areas. Moreover, rural people enjoy a quality of telephone service almost undreamed of less than 20 years ago. Today, our objective is to increase the quality of our service, and keep abreast of the increased demand for telephone service in the rapidly developing areas of our system. The matter of upgrading to one party service has been of concern to management for some time.

LOCAL EXCHANGE SERVICE

I. DESCRIPTION OF OPERATIONS (Continued)

(Cont.) The recent developments in equipment design and construction techniques, pioneered by REA engineers and developed with the close cooperation of the telephone industry, have opened the door to this possibility.

Guadalupe Valley Telephone Cooperative, Inc. is "Owned By Those It Serves".

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LOCAL EXCHANGE SERVICE

I. DESCRIPTION OF OPERATIONS (Continued)

<u>EXCHANGE</u> (NPA-NXX)	<u>EXTENDED AREA SERVICE</u> (EAS) CALLING AREA
BALCONES (830-755) (830-981)	Boerne, Texas; Kenberg & Sabina Exchanges Optional 2-W EMS: San Antonio Metropolitan Exchange
BULVERDE (830-438) (830-980)	Smithsons Valley & Kenberg Exchanges Optional 2-W EMS: San Antonio Metropolitan Exchange
COST (830-437)	Gonzales, Texas; Leesville Exchange
CRANES MILL (830-899) (830-905) (830-227)	Hancock, Sattler & Smithsons Valley Exchanges Optional EAS: New Braunfels Exchange Optional Local Calling: San Antonio Metropolitan Exchange, Bulverde Optional Extended 2-W Calling: San Antonio Metropolitan Exchange, New Braunfels And Bulverde
HANCOCK (830-935) (830-906) (830-223)	Cranes Mill, Sattler & Smithsons Valley Exchanges Optional EAS: New Braunfels Exchange Optional Local Calling: San Antonio Metropolitan Exchange, Bulverde Optional Extended 2-W Calling: San Antonio Metropolitan Exchange, New Braunfels And Bulverde
KENBERG (830-336) (830-229)	Boerne, Texas; Balcones, Bulverde, Sabina & Smithsons Valley Exchanges Optional Local Calling: San Antonio Metropolitan Exchange Optional Extended 2-W Calling: San Antonio Metropolitan Exchange
KINGSBURY (830-639)	Seguin, Texas
LEESVILLE (830-424)	Gonzales, Texas; Cost Exchange Non-Optional: Nixon & Seguin Exchanges ELCS

LOCAL EXCHANGE SERVICE

I. DESCRIPTION OF OPERATIONS (Continued)

SERVICE AREAS

EXCHANGE
(NPA-NXX)

EXTENDED AREA SERVICE
(EAS) CALLING AREA

ROCKY CREEK
(830-839)

Smithville, Texas
Non-Optional: Bastrop & Saturn Exchanges
ELCS

SABINA
(830-537)

Boerne, Texas; Balcones & Kenberg
Exchanges

(830-230)

Optional Local Calling: San Antonio
Metropolitan Exchange
Optional Extended 2-W Calling: San Antonio
Metropolitan Exchange

SATTLER
(830-964)
(830-907)

Hancock, Cranes Mill & Smithsons Valley
Exchanges

(830-226)

Optional EAS: New Braunfels Exchange
Optional Local Calling: San Antonio
Metropolitan Exchange, Bulverde
Optional Extended 2-W Calling: San Antonio
Metropolitan Exchange & New Braunfels

SATURN
(830-540)

Gonzales, Texas

SMITHSONS VALLEY
(830-885)
(830-904)

Bulverde, Cranes Mill, Kenberg, Hancock &
Sattler Exchanges

(830-228)

Optional EAS: New Braunfels Exchange
Optional Local Calling: San Antonio
Metropolitan Exchange
Optional Extended 2-W Calling: San Antonio
Metropolitan Exchange & New Braunfels

WESTHOFF
(830-236)

Non-Optional: Cuero, Gonzales, Nixon &
Smiley Exchanges ELCS

WAELDER
(830-788)

EAS: NONE
Non-Optional: Flatonia, Moulton &
Gonzales
Exchanges ELCS

LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES

A. General

1. The rates and charges listed in this section apply to the local exchange service provided by the Cooperative in its service area which is specified by the Cooperative's exchange service area maps, approved and on file with the Public Utility Commission of Texas.

The telecommunications services described in this section are subject to the other rates, charges, rules and regulations of the Local Exchange Tariff in its current form or as it may be revised in the future.

2. The local exchange service rates and charges specified in this section are for basic local exchange service and facilities only. The rates for other ancillary services or facilities not specifically shown in this section are presented in other sections of this tariff.

3. Unless otherwise specified, the rates and charges quoted in this section are for a minimum period of one month payable in advance and provide unlimited flat rate calling within the exchange area.

4. Local access trunks are required for local access connections terminating in, or for use with, customer provided premises equipment with switching (Private Branch Exchange or PBX). For applicable trunk charges, see the PBX Trunk rates as shown in Part III, Page 5 of this Section.

5. Party line service will be furnished to applicants only where facilities necessitate this type of service. The Cooperative may deem it necessary to connect business and residence access lines to the same party line service.

6. Downgrading of telephone service, when necessary to provide service to a new applicant, will be on a temporary basis only. The initial grade of service will be restored as soon as facilities become available. Affected customers will be notified before downgrading occurs.

LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

B. (Reserved For Future Use)

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LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

B. (Reserved For Future Use)

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LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

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B. (Reserved For Future Use)

LOCAL EXCHANGE SERVICE**II. APPLICATION OF RATES (Continued)**

C. Lifeline Program

1. General

- a. Lifeline Service is a retail local service offering available to qualifying low-income consumers.
- b. Consumers qualifying for Lifeline Service are offered the services or functionalities enumerated in 47 Code of Federal Regulations §54.101(a)(relating to Supported Services for Rural, Insular and High Cost Areas).
- c. The Cooperative shall offer toll restriction at no charge to all qualifying low-income consumers at the time such consumers subscribe to Lifeline Service. If the consumer elects to receive toll restriction, that service shall become part of the consumer's Lifeline Service and the consumer's monthly bill will not be increased by the toll restriction charge.
- d. A customer otherwise eligible to receive Lifeline Service shall not be prohibited from obtaining and using telecommunications equipment and services designed to aid such customer in utilizing qualifying telecommunications services.
- e. Lifeline Service rate reductions only apply to basic service and do not apply to long distance service, 976 and other information provider services, or any other optional services or functionalities (i.e., custom calling features, construction, etc.) which may or may not be tariffed. Customers may subscribe to non-basic and bundled services, where available and at their discretion, although the Lifeline Service reduction will only apply to the basic service portion of a bundled service.

LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

C. Lifeline Program (Continued)

1. General (Continued)

f. The Lifeline Service rate reductions do not apply to service connection charges.

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LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

C. Lifeline Program (Continued)

1. General (Continued)

g. Lifeline Service will not be available on a retroactive basis except as directed by LIDA or the Commission.

h. The Cooperative will waive monthly number portability charges, subject to the tariff, for Lifeline customers.

2. Eligibility Requirements

a. The discounted service will be provided for one (1) residential telephone line per household, at the subscriber's principal place of residence.

b. An applicant must certify that their annual income is at or below 150% of the federal poverty guidelines, be an eligible resident of Tribal lands, or participate in or have a person or child who participates in one of the programs identified in Chapter 47 of the Code of Federal Regulations §54.409 or identified in P.U.C. Subst. R. 26.412.

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LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

C. Lifeline Program (Continued)

2. Eligibility Requirements (Continued)

c. Procedures for Establishing Eligibility

1. Consumers within the Cooperative's service area identified as eligible for Lifeline Service by the Texas Low-Income Discount Administrator (LIDA) through the automatic enrollment process under Commission Sub. Rule 26.412, shall be provided Lifeline Service discounts unless the Cooperative receives a customer request to be excluded from such discounts. Consumers who are eligible for Lifeline Service but do not have telephone service at the time the LIDA provides its eligibility list are responsible for contacting the Cooperative and initiating a request for service from the Cooperative.

LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

C. Lifeline Program (Continued)

2. Eligibility Requirements (Continued)

c. Procedures for Establishing Eligibility (Continued)

2. The LIDA shall provide the Cooperative with a monthly list of consumers eligible for Lifeline Service and shall provide an updated list to the Cooperative on a periodic basis.

3. Consumers who do not participate in one of the designated programs but who meet income qualifications by having an income at or below 150% of the federal poverty guidelines, may establish eligibility for Lifeline by contacting the LIDA.

d. Provision of Service

1. The Cooperative shall provide Lifeline Service to all eligible consumers identified by the LIDA within its service area if the consumer is a customer of the Cooperative. The Cooperative shall begin reduced billing for those eligible low-income consumers subscribing to qualifying services.

2. If the eligible customer changes the telephone service or initiates new service, the Cooperative shall begin reduced billing at the time the change of service becomes effective or at the time new service is established.

3. The Cooperative will discontinue Lifeline Service discounts upon notice by the LIDA that a customer is no longer eligible.

4. The Cooperative has provided a confidentiality agreement to the LIDA specifying the use of confidential client information is solely for providing Lifeline Service.

3. Credit and Deposits

a. The credit verification procedures used for all applicants who apply for service with the Cooperative will also be used for applicants who apply for service under the Lifeline Program.

LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

C. Lifeline Program (Continued)

3. Credits and Deposits (Continued)

b. The deposit standards used for all applicants who apply for service with the Cooperative will also be used for applicants who apply for Lifeline Service with the exception that deposit requirements will be waived for Lifeline Service applicants who voluntarily elect to subscribe to Toll Restriction Service.

g. Lifeline Service Discounts

i. Eligible consumers who subscribe to Lifeline Services will receive the following discounts:

a. Federal Lifeline support amount. The Cooperative shall grant qualifying low-income consumers support of \$9.25 per month or equal to the amount as directed by the Federal Communications Commission in Chapter 47 of the Code of Federal Regulations §54.402 regarding Lifeline support.

b. Additional state reduction. The Cooperative shall give qualifying low-income consumers a state-approved reduction of up to \$3.50 per month or equal to the amount of intrastate charges due as directed by the P.U.C. in Subst. R. 26.412.

h. Service Charges

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

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LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

C. Lifeline Program (Continued)

5. Service Charges (Continued)

ii. Service charges apply when:

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

b. A customer receiving Lifeline Service voluntarily elects to convert to telephone service arrangements, which preclude Lifeline service eligibility.

c. New residential applicants (those without existing local exchange access service) eligible for the Lifeline Program will be subject to applicable service charges as specified in Section 2 of this tariff.

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

i. Payments and Disconnection of Service

i. The Cooperative may not disconnect Lifeline Service for nonpayment of toll charges.

ii. A Lifeline customer is required to adhere to the same bill payment policies applicable to all of the Cooperative's customers.

iii. The Cooperative will apply any partial payment received by a Lifeline customer first to Lifeline Service charges and second to toll charges.

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LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

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C. Lifeline Program (Continued)

LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

C. Extended Area Service/Extended Metro Service (EAS/EMS)

1. One party customers in the Balcones, Bulverde, Kenberg and Sabina exchanges have the option of subscribing to San Antonio EMS. The local calling scope for San Antonio EMS includes the entire San Antonio Metropolitan exchange in addition to the existing service calling area.
2. One party customers in the Cranes Mill, Hancock, Sattler and Smithsons Valley exchanges have the option of subscribing to a combined offering of San Antonio EMS and New Braunfels and Bulverde Two-Way Flat Rate EAS. The local calling scope for San Antonio EMS includes the entire San Antonio Metropolitan Exchange. New Braunfels Two-Way Flat Rate EAS allows toll free calling to or from customers within the entire New Braunfels calling scope. Bulverde Two-Way Flat Rate WAS allows toll free calling to or from customers within the Bulverde calling scope. These calling scopes are in addition to the existing exchange calling area.
3. One party customers in the Cranes Mill, Hancock, Sattler and Smithsons Valley exchanges have the option of subscribing to one of two plans for New Braunfels EAS:
 - a. New Braunfels One-Way Flat Rate EAS provides a customer toll free calling to the entire New Braunfels calling scope in addition to the existing exchange calling area; or
 - b. New Braunfels Two-Way Flat Rate EAS allows toll free originating and terminating calling to or from customers within the entire New Braunfels calling scope in addition to the existing exchange calling scope.
4. Optional EAS/EMS service shall not be used in the collection, transmission, or delivery of any communications for others; nor shall EAS/EMS service be used in association with a service arrangement that requires a payment or other compensation to the EAS/EMS customer or user.
5. Optional EAS/EMS service shall not be used in conjunction with Pay Telephone Access Service.

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LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

C. Extended Area Service/Extended Metro Service (EAS/EMS)
(Continued)

6. For New Braunfels EAS customers, only one EAS option may apply to a Key System Trunk, PBX Trunk, or Rotary Telephone Service.

7. Existing customers who choose to subscribe to Two-Way EAS/EMS service will be required to change their local telephone number.

4. Expanded Local Calling (ELCS)

g. Expanded Local Calling Service (ELCS) is an arrangement whereby communities expand their basic local calling scope to include single or multiple exchanges. Expanded Local Calling Service is a non-optional, two-way local calling service.

h. Monthly rate charges for Expanded Local Calling Service (ELCS) will apply to all residential and business customers of the exchanges listed in Paragraph 4. These rates are in addition to local exchange rates found in Section 1, III.A & B of this tariff.

i. Mandatory ELCS is provided on all Pay Telephone Access Service access lines. However, mandatory ELCS rate additives are not applicable to Pay Telephone Access Service access lines.

j. Rate Schedule - Exchanges

<u>Exchange</u>	<u>ELCS Service</u> <u>To</u>	<u>Per Access Line</u> <u>Monthly Rate</u>
Waelder	Flatonia, Moulton & Gonzales	Residence 3.50
		Business 7.00
Leesville	Nixon & Seguin	Residence 3.50
		Business 7.00
Rocky Creek	Bastrop & Saturn	Residence 3.50
		Business 7.00
Westhoff	Cuero, Gonzales Nixon & Smiley	Residence 3.50
		Business 7.00

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LOCAL EXCHANGE SERVICE

II. APPLICATION OF RATES (Continued)

5. Optional Local Calling Plan

g. The optional local calling plan service will provide customers with ten digit measured one-way calling from specific exchanges to include certain other exchanges or calling areas based on a usage-sensitive pricing arrangement and an additional monthly fee. Exchanges where the optional local calling service is available are listed in Section 1, Description of Operations, Service Areas.

h. Optional local calling plan service is available to single and multi-line residence and business customers. The service is not offered in connection with Foreign Exchange Service, Party-Line Service and Pay Telephone Service.

i. Rates charged for local calling plan service are in addition to the current local exchange access rates as specified in Section 1 of this tariff.

j. Collect, credit card, operator-assisted and third number billed calls are not included in the optional local calling plan.

k. Rate Schedule

Measured Usage rates:	\$ 0.08	First Minute
	\$ 0.05	Each Add'l Min.
Additional Monthly Fee:	\$ 1.00	Per Account

l. Service Charges

When the optional local calling plan is added or changed after the initial service installation, the Account Change Charge as shown in Section 2 of this tariff will apply.

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LOCAL EXCHANGE SERVICE

III. SCHEDULE OF RATES AND CHARGES

A. Residence Monthly Local Exchange Access Line Rates

<u>EXCHANGE</u>	1-PARTY LINE <u>(1)</u>	I	PARTY LINE <u>(1)</u>
BALCONES(2)	\$14.50	I	\$5.50
San Antonio 1-W EMS	26.30		- -
San Antonio 2-W EMS	28.30		- -
BULVERDE(2)	14.50	I	5.00
San Antonio 1-W EMS	26.30		- -
San Antonio 2-W EMS	28.30		- -
COST (3)	14.50	I	5.50
CRANES MILL (3)(2)	14.50	I	5.00
New Braunfels			
One-Way EAS (5)	18.70		- -
New Braunfels			
Two-Way EAS (5)	23.30		- -
1-W San Antonio EMS, New Braunfels EAS	26.30		- -
And Bulverde			
2-W San Antonio EMS, New Braunfels EAS	28.30		- -
And Bulverde			
HANCOCK (3)(2)	14.50	I	5.00
New Braunfels			
One-Way EAS (5)	18.70		- -
New Braunfels			
Two-Way EAS (5)	23.30		- -
1-W San Antonio EMS, New Braunfels EAS	26.30		- -
And Bulverde			
2-W San Antonio EMS, New Braunfels EAS	28.30		- -
And Bulverde			
KENBERG (2)	14.50	I	5.50
San Antonio 1-W EMS	26.30		- -
San Antonio 2-W EMS	28.30		- -
KINGSBURY (3)	14.50	I	- -

LOCAL EXCHANGE SERVICE

III. SCHEDULE OF RATES AND CHARGES (Continued)

A. Residence Monthly Local Exchange Access Line Rates
(Continued)

<u>EXCHANGE</u>	<u>1-PARTY LINE (1)</u>		<u>PARTY LINE (1)</u>
LEESVILLE (3)	11.25	I	- -
Two-Way ELCS (6)	3.50		3.50
ROCKY CREEK (3)	11.25	I	5.50
Two-Way ELCS (6)	3.50		3.50
SABINA (2)	14.50	I	5.50
San Antonio 1-W EMS	26.30		- -
San Antonio 2-W EMS	28.30		- -
SATTLER (3)(2)	14.50	I	5.00
New Braunfels			
One-Way EAS (5)	18.70		- -
New Braunfels			
Two-Way EAS (5)	23.30		- -
1-W San Antonio EMS,			
New Braunfels EAS	26.30		- -
And Bulverde			
2-W San Antonio EMS,			
New Braunfels EAS	28.30		- -
And Bulverde			
SATURN (3)	14.50	I	5.50
SMITHSONS VALLEY (2)	14.50	I	5.00
New Braunfels			
One-Way EAS (5)	18.70		- -
New Braunfels			
Two-Way EAS (5)	23.30		- -
1-W San Antonio EMS &			
New Braunfels EAS	26.30		- -
2-W San Antonio EMS &			
New Braunfels EAS	28.30		- -
WESTHOFF (3)	11.25	I	5.00
Cuero, Gonzales,			
Nixon & Smiley			
Two-Way ELCS (6)	3.50		3.50

LOCAL EXCHANGE SERVICE

III. SCHEDULE OF RATES AND CHARGES (Continued)

A. Residence Monthly Local Exchange Access Line Rates
(Continued)

<u>EXCHANGE</u>	<u>1-PARTY LINE (1)</u>	I	<u>PARTY LINE (1)</u>
WAELDER (3) Flatonia, Moulton & Gonzales	11.25	I	4.60
Two-Way ELCS (6)	3.50		3.50

NOTES:

(1) Rates for access line service do not include a charge for an instrument or other customer premises equipment.

(2) One-party customers in this exchange have the option of subscribing to San Antonio EMS.

LOCAL EXCHANGE SERVICE

III. SCHEDULE OF RATES AND CHARGES (Continued)

B. Business Monthly Local Exchange Access Line Rates

EXCHANGE	1-PARTY		PARTY		KEY		PBX	
	(1)		LINE		SYSTEM		TRUNK	
			(1)		TRUNK		(1)	
					(1)			
BALCONES(2)	\$20.00	I	\$8.50		\$21.00	I	\$21.00	I
San Antonio								
1-W EMS	49.95		- -		- -		- -	
2-W EMS	84.75		- -		99.00		128.25	
BULVERDE(2)	20.00	I	8.00		21.00	I	21.00	I
San Antonio								
1-W EMS	49.95		- -		- -		- -	
2-W EMS	84.75		- -		99.00		128.25	
COST (3)	20.00	I	8.50		21.00	I	21.00	I
CRANES MILL(3)(2)	20.00	I	8.00		21.00	I	21.00	I
New Braunfels								
One-Way EAS (4)	37.40		- -		43.35		54.05	
New Braunfels								
Two-Way EAS (4)	48.15		- -		56.05		71.05	
1-W San Antonio EMS,								
New Braunfels EAS	49.95		- -		- -		- -	
And Bulverde								
2-W San Antonio EMS,								
New Braunfels EAS	84.75		- -		99.00		128.25	
And Bulverde								
HANCOCK (3)(2)	20.00	I	8.00		21.00	I	21.00	I
New Braunfels								
One-Way EAS (4)	37.40		- -		43.35		54.05	
New Braunfels								
Two-Way EAS (4)	48.15		- -		56.05		71.05	
1-W San Antonio EMS,								
New Braunfels EAS	49.95		- -		- -		- -	
And Bulverde								
2-W San Antonio EMS,								
New Braunfels EAS	84.75		- -		99.00		128.25	
And Bulverde								
KENBERG (2)	20.00	I	8.50		21.00	I	21.00	I
San Antonio								
1-W EMS	49.95		- -		- -		- -	
2-W EMS	84.75		- -		99.00		128.25	

LOCAL EXCHANGE SERVICE

III. SCHEDULE OF RATES AND CHARGES (Continued)

B. Business Monthly Local Exchange Access Line Rates (Cont.)

EXCHANGE	1-PARTY		PARTY		KEY		PBX	
	(1)		LINE	SYSTEM	TRUNK	TRUNK	(1)	
	<u>(1)</u>		<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	<u>(1)</u>	
KINGSBURY (3)	20.00	I	8.50	21.00	I	21.00	I	
LEESVILLE (3)	15.95	I	8.50	16.95	I	16.95	I	
Two-Way ELCS (5)	7.00		7.00	7.00		7.00		
ROCKY CREEK (3)	15.95	I	8.50	16.95	I	16.95	I	
Two-Way ELCS (5)	7.00		7.00	7.00		7.00		
SABINA (2)	20.00	I	8.50	21.00	I	21.00	I	
San Antonio								
1-W EMS	49.95		- -	- -		- -		
2-W EMS	84.75		- -	99.00		128.25		
SATTLER (3)(2)	20.00	I	\$8.00	21.00	I	21.00	I	
New Braunfels								
One-Way EAS (4)	37.40		- -	43.35		54.05		
New Braunfels								
Two-Way EAS (4)	48.15		- -	56.05		71.05		
1-W San Antonio EMS,								
New Braunfels EAS	49.95		- -	- -		- -		
And Bulverde								
2-W San Antonio EMS,								
New Braunfels EAS	84.75		- -	99.00		128.25		
And Bulverde								
SATURN (3)	20.00	I	8.50	21.00	I	21.00	I	
SMITHSONS VALLEY(2)	20.00	I	8.00	21.00	I	21.00	I	
New Braunfels								
One-Way EAS (4)	37.40		- -	43.35		54.05		
New Braunfels								
Two-Way EAS (4)	48.15		- -	56.05		71.05		
1-W San Antonio EMS &								
New Braunfels EAS	49.95		- -	- -		- -		
2-W San Antonio EMS &								
New Braunfels EAS	84.75		- -	99.00		128.25		
WESTHOFF (3)	15.95	I	8.00	16.95	I	16.95	I	
Two-Way ELCS (5)	7.00		7.00	7.00		7.00		

LOCAL EXCHANGE SERVICE

III. SCHEDULE OF RATES AND CHARGES (Continued)

B. Business Monthly Local Exchange Access Line Rates (Cont.)

EXCHANGE	KEY			
	1-PARTY (1)	PARTY LINE (1)	SYSTEM TRUNK (1)	PBX TRUNK (1)
WAEELDER (3) Flatonia, Moulton & Gonzales	18.35	12.10	22.00	29.40
Two-Way ELCS (5)	7.00	7.00	7.00	7.00

NOTES:

(1) Rates for access line service do not include a charge for an instrument or other customer premises equipment.

(2) One-party customers in this exchange have the option of subscribing to San Antonio EMS.

(3) Party line service offered only where facilities to provide one-party service are not available. Customers with Party-Line service will be required to update to 1-Party service when 1-Party upgrade projects have been completed and when facilities become available for the exchange.

(4) One-party customers in this exchange have the option of subscribing to New Braunfels EAS.

(5) ELCS rates are in addition to the Local Exchange Access Line Rates.

LOCAL EXCHANGE SERVICE

IV. PREPAID LOCAL TELEPHONE SERVICE (PLTS)

N

A. General

1. Prepaid Local Telephone Service (PLTS) is a telecommunications service assistance program available to eligible residential telephone service subscribers as a one-time alternative to disconnection for nonpayment of services. The Cooperative shall not refuse to provide PLTS to an applicant for such service because the applicant is indebted to any telephone company or other telecommunications carrier for telecommunications services, including the carriage charges of interexchange carriers where the Cooperative bills those charges pursuant to tariffs or contracts.
2. Prepaid Local Telephone Service is offered in accordance with P.U.C. Substantive Rule §23.40. The regulations contained in this tariff section apply only to PLTS.
3. Customers subscribing to PLTS will have access to the following local services:
 - a. Voice grade dial tone residential service;
 - b. Mandatory services where offered by the Cooperative, including extended area service (EAS), extended metropolitan service (EMS), or expanded local calling service (ELCS);
 - c. Tone dialing service;
 - d. Access to 911 service;
 - e. Access to dual party relay service;
 - f. The ability to report service problems seven days a week;
 - g. Access to the Cooperative's business office;
 - h. One primary directory listing;
 - i. Toll blocking service, and
 - j. Non-published or non-listed services if offered by the Cooperative, at the customer's option.

LOCAL EXCHANGE SERVICE

IV. PREPAID LOCAL TELEPHONE SERVICE (Continued)

A. General (Continued)

4. Customers subscribing to the PLTS plan are prohibited from subscription to, or use of, any services other than those listed above.

B. Explanation of Terms

The following words and terms when used in this section shall have the following meaning unless the context clearly indicates otherwise:

1. Basic Local Telecommunications Service - Includes services listed in subsection A.3. of this tariff.
2. Disconnection of telephone service - The period after which a customer's telephone number is deleted from the central office switch and databases.
3. Service Activation Charge - A charge applied by the Cooperative to reconnect service to a customer's telephone line after it has been disconnected by the Cooperative.
4. Account Change Charge - A charge applied by the Cooperative to restore service to a customer's telephone line after service has been suspended by the Cooperative.
5. Suspension of telephone service - The period during which the customer's telephone line does not have dial tone but the customer's telephone number is not deleted from the central office switch and databases.
6. Toll blocking - Blocking of a customer's access to toll providers and toll services.
7. Usage-sensitive blocking - Blocking of a customer's access to services which are charged on a usage-sensitive basis for completed calls. Such services include, but are not limited to, call return, call trace, and auto redial.

LOCAL EXCHANGE SERVICE

IV. PREPAID LOCAL TELEPHONE SERVICE (Continued)

N

C. Eligibility Requirements for PLTS

1. PLTS is available to current or former residential customers of the Cooperative, only:
 - a. In cases where former residential customers whose application would otherwise be refused due to the existence of indebtedness to any dominant certificated telecommunications utility (DCTU) or other telecommunications carrier.
 - b. In cases where current residential customers of the Cooperative who have not been disconnected from the network but who have received a notice concerning the availability of PLTS following suspension of service for non-payment of services.
2. Any current or former customers who have previously received PLTS from the Cooperative are not eligible to receive PLTS again.
3. PLTS is not available for business customers.
4. Procedures for Establishing Eligibility
 - a. In order to subscribe to PLTS, current or former customers must request PLTS from the Cooperative during the Cooperative's regular business hours.
 - b. Within 24 hours of a customer-initiated inquiry, the Cooperative shall confirm the customer's subscription to PLTS by mailing a confirmation letter explaining the details of the PLTS plan.

D. Provision of Service

1. A customer who subscribes to PLTS shall have mandatory toll blocking and usage-sensitive blocking, if necessary, placed on the customer's telephone line.
2. The customer subscribing to PLTS shall not place or receive calls, including intraLATA and interLATA long distance or other usage-sensitive services, for which additional charges are billed to the customer's telephone number by the Cooperative, through tariffs or contracts. Nor shall the PLTS customer subscribe to any

LOCAL EXCHANGE SERVICE

IV. PREPAID LOCAL TELEPHONE SERVICE (Continued)

D. Provision of Service (Continued)

2. (Continued) services offered by the Cooperative other than those included in PLTS, as defined in subsection A.3. of this tariff.

E. Rates for PLTS Customers

1. The recurring monthly rates for customers subscribing to PLTS include the current applicable residential tariffed rate (or Lifeline rates, if applicable) for services described in subsection A.3. of this tariff; any tariffed charges for non-listed or non-published service, if offered by the Cooperative and if requested by the customer; and any surcharges and fees established or authorized by a governmental entity that are billed by the Cooperative. These surcharges include, but are not limited to, 911, subscriber line charge, sales tax, and municipal fees.

2. Nonrecurring rates shall include all appropriate service activation or account change charges, which will be applied under the following conditions:

a. Service activation charges

C

Where the Cooperative does not suspend basic local service prior to disconnection, the Cooperative will defer the service activation charges until the customer leaves PLTS to return to basic local service. If the customer does not subscribe to PLTS within 10 days from the date the Cooperative mailed a termination notice containing notification of PLTS eligibility to that subscriber, the Cooperative may charge service activation charges to that subscriber when subscribing to PLTS.

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b. Account change charges

C

Where a current customer's service was suspended for non-payment, account change charges will be due when the PLKTS subscriber leaves PLTS service to return to basic local telecommunications service.

C

LOCAL EXCHANGE SERVICE**IV. PREPAID LOCAL TELEPHONE SERVICE (Continued)****E. Rates for PLTS Customers (Continued)**

3. The Cooperative shall not assess late charges on PLTS subscribers.

F. Payments Under PLTS

1. The Cooperative will require the residential PLTS subscriber to make an initial payment for service. This payment cannot exceed the charges for two months of service under the PLTS plan described in this tariff, and any applicable non-recurring service connection or service restoral charges.
2. Subsequent monthly recurring payments by the PLTS subscriber shall not exceed the rates for one month of service under PLTS.
3. The due date for such subsequent monthly payments for PLTS shall be based upon the Cooperative's regular monthly billing cycle.
4. A PLTS customer may also be required to make payments under the deferred payment plan as described in subsection G of this tariff.

G. Deferred Payment Plan for PLTS

1. As a condition of subscribing to PLTS, the Cooperative may require an applicant to enter into a deferred payment plan for any outstanding debt owed to the Cooperative for the same services previously received under basic local service and now subscribed to under PLTS. The Cooperative shall not require an applicant for PLTS to enter into a deferred payment plan that includes any outstanding debt fro any service that will not be received by the customer under PLTS including, but not limited to, intraLATA and interLATA long distance services.
2. The Cooperative shall determine the amount the PLTS subscriber owes for basic local telecommunications services previously received and which the customer subscribes to under PLTS. The Cooperative will apply any undesignated partial payment made prior to PLTS subscription to the amount which was owed the Cooperative for services previously received under basic local telecommunications service and to which the customer subscribes under PLTS. The Cooperative will not reallocate any undesignated

LOCAL EXCHANGE SERVICE

IV. PREPAID LOCAL TELEPHONE SERVICE (Continued)

G. Deferred Payment Plan for PLTS (Continued)

2. (Continued) partial payments to amounts yet to be incurred for basic local telecommunications service.
3. If the Cooperative is unable to determine the amount of outstanding debt owed for the services previously received under basic local telecommunications service and now subscribed to under PLTS, the Cooperative shall not require an applicant to enter into a PLTS deferred payment plan.
4. Monthly payments under the PLTS deferred payment plan will be established as follows:
 - a. The PLTS deferred payment plan for past due charges shall not exceed the greater of \$10 per month or one-twelfth of the outstanding debt as determined in paragraph G.1. of this tariff.
 - b. The initial deferred payment shall be billed beginning with the third billing cycle after initiation of PLTS service and thereafter will be billed on a monthly basis.

H. PLTS Subscriber Deposits

The Cooperative shall not require a deposit from any residential applicant for PLTS.

I. Disconnection of PLTS Service

1. Disconnection With Notice

- a. The Cooperative shall disconnect a PLTS subscriber after notice for any of the following reasons:
 1. Failure to comply with the terms of a deferred payment plan for PLTS;
 2. Upon conclusion of all periods for which an advance payment has been applied to the PLTS account and when the customer's PLTS account has a zero balance; or

LOCAL EXCHANGE SERVICE

IV. PREPAID LOCAL TELEPHONE SERVICE (Continued)

I. Disconnection of PLTS Service (Continued)

1. Disconnection With Notice (Continued)

a. (Continued)

3. In the case of a violation of the Cooperative's rules pertaining to use of PLTS in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the customer and the customer has been provided with a reasonable opportunity to remedy the situation.

2. Disconnection Without Notice

a. The Cooperative shall immediately disconnect a PLTS subscriber without notice under the following conditions:

1. If the PLTS subscriber accrues new billable charges for toll or other non-PLTS services on their telephone bill;

2. Where a known dangerous condition exists for as long as the condition exists; or

3. Where service is connected without authority by a person who has not applied for the service or who has reconnected service without authority following termination of service.

b. The Cooperative shall send a final notice to a PLTS customer who has been disconnected pursuant to the provisions of this subsection, stating that the customer has been permanently disconnected from PLTS and that the customer shall no longer be eligible for PLTS from the Cooperative. The notice shall also state the terms and conditions that the customer must satisfy before the customer can return to basic local telecommunications service.

LOCAL EXCHANGE SERVICE

IV. PREPAID LOCAL TELEPHONE SERVICE (Continued)

J. Return of PLTS Subscriber to Basic Local Service

1. The PLTS subscriber may return to the Cooperative's basic local telecommunications service provided that the customer has:
 - a. paid all outstanding debt in full to the Cooperative, including indebtedness for the carriage charges of interexchange carriers where the Cooperative bills those charges pursuant to tariffs or contracts; and
 - b. paid all bills for PLTS
2. The Cooperative shall notify the PLTS subscriber upon satisfaction of the obligations above that:
 - a. the customer is eligible to return to basic local telecommunications service without PLTS restrictions;
 - b. the customer may request basic local telecommunications service with toll blocking and or usage-sensitive blocking, if applicable, at the Cooperative's current tariffed rate and that such services may be removed at any time upon the customer's request; and
 - c. the customer must contact the Cooperative to arrange to be returned to basic local telecommunications service.
3. In addition to the requirements stated in this subsection, in order to return to basic local telecommunications service the PLTS customer must:
 - a. Request subscription from the Cooperative for basic local telecommunications service; and
 - b. Pay the service activation or account change charges as described in subsection E of this tariff, if applicable and assessed by the Cooperative.

LOCAL EXCHANGE SERVICE

V. BUSINESS SMART PACKAGE

A. General

- 1. This offering is a combination of services available as a package to business customers only.
- 2. Any of these services can still be purchased on an individual basis under the terms and conditions specified in the appropriate tariff section.
- 3. This package is not available with Pay Telephone Service.
- 4. This offering includes the following services:
 - Local exchange Business 1-Party access line
 - Touch tone dialing
 - Call Forwarding
 - Call Waiting
 - Caller ID Name and Number
 - Call Return
 - Call Waiting ID
 - 3-Way Calling
 - Call Forwarding Busy/No Answer
- 5. This package is available on a monthly, 1,2 or 3-Year subscription basis. Upon expiration of a term agreement, the service will automatically be billed at the monthly rates set forth in this section in effect at the time the service agreement expires, unless a new service agreement is negotiated. If the customer does not fulfill the term commitment, an early termination penalty equal to the greater of \$295.00 or the total charges of the monthly rate billed for the remainder of the contract period will apply.

T

T

B. Rates and Charges*

<u>Monthly Rate</u>	<u>Term</u>
\$29.95	Monthly
\$26.95	1-Year
\$23.95	2-Year
\$22.95	3-Year

N

*Standard service charges listed in Section 2 apply. The Feature Change Charge in Section 2 will apply only if service is added or changed after the initial installation of telecommunications service. Applicable taxes, fees and surcharges as mandated or outlined in other tariffs shall be billed in addition to the above monthly rate.

LOCAL EXCHANGE SERVICE

VI. BUSINESS 2-WAY METRO SMART PACKAGE

A. General

1. This offering is a combination of services available as a package to business customers only in areas where Extended 2-Way Metro Service is offered. T
2. Any of these services can still be purchased on an individual basis under the terms and conditions specified in the appropriate tariff section.
3. This package is not available with Pay Telephone Service.
4. This offering includes the following services: T
 - 2-Way Extended Metro Service business 1-Party access line
 - Touch tone dialing
 - Call Forwarding
 - Call Waiting
 - Caller ID Name and Number
 - Call Return
 - Call Waiting ID
 - 3-Way Calling
 - Call Forwarding Busy/No Answer
5. This package is available on a monthly, 1,2 or 3-Year subscription basis. Upon expiration of a term agreement, the service will automatically be billed at the monthly rates set forth in this section in effect at the time the service agreement expires, unless a new service agreement is negotiated. If the customer does not fulfill the term commitment, an early termination penalty equal to the greater of \$295.00 or the total charges of the monthly rate billed for the remainder of the contract period will apply. T

B. Rates and Charges*

<u>Monthly Rate</u>	<u>Term</u>
\$89.95	Monthly
\$64.95	1-Year
\$59.95	2-Year
\$44.95	3-Year

*Standard service charges listed in Section 2 apply. The Feature Change Charge in Section 2 will apply only if service is added or changed after the initial installation of telecommunications service. Applicable taxes, fees and surcharges as mandated or outlined in other tariffs shall be billed in addition to the above monthly rate. N

LOCAL EXCHANGE SERVICE

VII. BUSINESS 1-WAY METRO SMART PACKAGE

N

A. General

1. This offering is a combination of services available as a package to business customers only in areas where Extended 1-Way Metro Service is offered.
2. Any of these services can still be purchased on an individual basis under the terms and conditions specified in the appropriate tariff section.
3. This package is not available with Pay Telephone Service.
4. This offering includes the following services:
 - 1-Way Extended Metro Service business 1-Party access line
 - Touch tone dialing
 - Call Forwarding
 - Call Waiting
 - Caller ID Name and Number
 - Call Return
 - Call Waiting ID
 - 3-Way Calling
 - Call Forwarding Busy/No Answer
5. This package is available on a monthly, 1,2 or 3-Year subscription basis. Upon expiration of a term agreement, the service will automatically be billed at the monthly rates set forth in this section in effect at the time the service agreement expires, unless a new service agreement is negotiated. If the customer does not fulfill the term commitment, an early termination penalty equal to the greater of \$295.00 or the total charges of the monthly rate billed for the remainder of the contract period will apply.

B. Rates and Charges*

<u>Monthly Rate</u>	<u>1st Line</u>	<u>Add'l Line</u>	<u>Term</u>
	\$56.95	\$56.95	Monthly
	\$50.95	\$50.95	1-Year
	\$44.95	\$44.95	2-Year
	\$38.95	\$28.95	3-Year

*Standard service charges listed in Section 2 apply. The Feature Change Charge in Section 2 will apply only if service is added or changed after the initial installation of telecommunications service. Applicable taxes, fees and surcharges as mandated or outlined in other tariffs shall be billed in addition to the above monthly rate.

LOCAL EXCHANGE SERVICE

VIII.2-WAY METRO TERM

T

A. General

- 1. This offering provides optional term discounts for local exchange business customers who are subscribed to 2-Way Extended Metro Service on 1-Party business lines. The 2-Way Metro Term plan provides for 1,2 or 3-year discounts. T
- 2. All rules, regulations, fees and surcharges normally applicable to the eligible services apply. Service connection charges will also apply. T
- 3. This offering is not available to Pay Telephone Service. T
- 4. 2-Way Metro Term is available on 1-Party business lines as either a 1,2 or 3-year term agreement. Upon expiration of a term agreement, the service will automatically be billed at the standard monthly rate for 2-Way metro service, as set forth in Section 1, Part III.B., unless a new service agreement is negotiated. If the customer does not fulfill the term agreement, an early termination penalty equal to the greater of \$295.00 or the total charges of the above-referenced monthly rate billed out for remainder of the contract period will apply. T

B. Rates and Charges*

<u>Rate</u>	<u>Term</u>
\$62.95	1-Year
\$57.95	2-Year
\$42.95	3-Year

N

*Standard service charges listed in Section 2 apply. The Feature Change Charge in Section 2 will apply only if service is added or changed after the initial installation of telecommunications service. Applicable taxes, fees and surcharges as mandated or outlined in other tariffs shall be billed in addition to the above monthly rate.

LOCAL EXCHANGE SERVICE

IX. 1-WAY METRO TERM

N

A. General

1. This offering provides optional term discounts for local exchange business customers who are subscribed to 1-Way Extended Metro Service on 1-Party business lines. The 1-Way Metro Term plan provides for 1,2 or 3-year discounts.
2. All rules, regulations, fees and surcharges normally applicable to the eligible services apply. Service connection charges will also apply.
3. This offering is not available with Pay Telephone Service.
4. 1-Way Metro Term is available on 1-Party business lines as either a 1, 2 or 3-year term agreement. Upon expiration of a term agreement, the service will automatically be billed at the standard monthly rate for 1-Way metro service, as set forth in Section 1, Part III.B., unless a new service agreement is negotiated. If the customer does not fulfill the term agreement, an early termination penalty equal to the greater of \$295.00 or the total charges of the above-referenced monthly rate billed out for remainder of the contract period will apply.
5. Additional Line rates apply only to additional lines subscribed to this package on a single account.

B. Rates and Charges*

<u>Monthly Rate</u>	<u>1st Line</u>	<u>Add'l Line</u>	<u>Term</u>
	\$43.95	\$43.95	1-Year
	\$41.95	\$41.95	2-Year
	\$37.95	\$37.95	3-Year

*Standard service charges listed in Section 2 apply. The Feature Change Charge in Section 2 will apply only if service is added or changed after the initial installation of telecommunications service. Applicable taxes, fees and surcharges as mandated or outlined in other tariffs shall be billed in addition to the above monthly rate.

SERVICE CHARGES

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SERVICE CHARGES**I. GENERAL**

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

A. Categories of Service Charges

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

1. Service Activation Charge - work performed in connection with requests to establish an initial connection of service; restoration of service at customer's request; connection of additional local exchange access lines, private lines, or detached access lines to an established service and/or additions, moves and changes of lines in the same building or in different buildings on the same premises.
2. Feature Change Charge - work associated with adding or changing any enhanced calling feature, custom calling features, calling features packages or other package that combines a local line and features offered by the Cooperative.
3. Account Change Charge - work associated with processing customer requests for account maintenance changes (i.e. number changes, class of service changes, etc.).

B. Rules

1. All registered terminal equipment and systems and inside wire may be directly connected to the telecommunications network as specified in, or authorized by, the Registration Program in Part 68 of the Federal Communications Commission's (FCC's) Regulations.

SERVICE CHARGES

I. GENERAL (Continued)

B. Rules (Continued)

2. Customer Premises Inside Wire

a. The customer has the option of providing the inside wire and standard jacks (see Part C of this section for a definition of inside wire) on his premises himself or contracting with a vendor qualified to provide this service.

b. Customer premises inside wire, standard jacks, and equipment provided by the customer or his agent must be in accordance with the standards of the National Electric Code, the National Electric Safety Codes, Part 69 of the FCC Regulations, the equipment manufacturers and other applicable codes. The customer will save the Telephone Cooperative harmless from any and all liability, claims, or damage suits arising out of the customer's provision or maintenance of inside wire.

3. Charges specified in this section do not apply to services furnished under concurrence provisions filed in Section 6 of this tariff. These services may include, but are not limited to, WATS access lines and access line extensions, and all interexchange private line services and channels and access services provided. Nonrecurring charges for these services are stated in other companies' tariffs, or as exceptions or additions to concurrent provisions in Section 6 of this tariff.

4. Changes in the locations of existing services to different premises, or to additional points of termination or to points outside the customer's premises are considered new installations for purposes of this tariff.

SERVICE CHARGES

I. GENERAL (Continued)

B. Rules (Continued)

5. Service charges are not applicable for:

- a. Normal maintenance and repair of the Telephone Cooperative's equipment and service.
- b. Correction in name or billing address when there is not a change in responsibility.
- c. Changes in services and facilities initiated by the Cooperative.
- d. Directory address changes to correct addresses for which the customer has no control (i.e., zip code; premises number; street name; rural routes).
- e. To add 3rd Number Billing restriction and/or Collect Call Blocking to the account.
- f. To change the tax exemption status of the account.
- g. To change the main billing number or telephone statement.
- h. To apply an adjustment for telephone service to the account.
- i. When existing customers disconnect their local exchange access service.
- j. The initial installation of a fire alarm reporting system for a nonprofit organization (Volunteer Fire Department). From the time of the initial installation, the Cooperative will change each access line connected to this system once within each six month period to another residence without a service charge. If additional changes are made over and above the total number of access lines on the system within a six month period, the appropriate service charges will apply for each additional change.

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SERVICE CHARGES

I. GENERAL (Continued)

C. Definitions

1. Customer Premises Inside Wire - all wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premises Inside Wire is located on the customer's side of the Telephone Company's premises protector. By definition, Customer Premises Inside Wire includes all wire past the point of demarcation.
2. Demarcation Point - the point of interconnection between Telephone Cooperative communications facilities and the terminal equipment, protective apparatus or wiring at a subscriber's premises. The Demarcation Point is located on the customer's side of the Telephone Company's protector or equivalent, where a protector is not used, and consists of a standard jack or equivalent.

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II. APPLICATION OF CHARGES

A. Service Activation Charge

The service activation charge is applicable for:

1. Requests to establish new accounts for initial connection of service and subsequent requests for service.
2. Requests for reconnection of service for either a new or existing customer.
3. Requests for connection of additional local exchange access lines, private lines, or detached access lines to an established service.
4. Additions, moves and changes of lines in the same building or on different buildings on the same premises.

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SERVICE CHARGES

II. APPLICATION OF CHARGES (Continued)

B. Feature Change Charge

The feature change charge is applicable for:

1. Adding any enhanced or custom calling features or calling features packages to an account.
2. Changing any enhanced or custom calling features or calling features packages on an account.
3. Adding or changing Distinctive Ring Service.
4. Adding Call Forwarding No Answer and Busy Line Service to a Voice Mail Account.

C. Account Change Charge

The account change charge is applicable for:

1. Telephone number changes requested by the customer.
2. Directory Listing name or address changes requested by the customer.
3. Changing the Publish/NonPublish code for a customer's directory listing.
4. Changing the customer's class of service. (i.e., residence or business)
5. Setting up Permanent Call Forwarding in the central office for a directory number.
6. Reconnection of service temporarily disconnected for nonpayment upon payment of charges due.
7. Membership name changes requested by the customer.
8. Adding or changing the GVTC Optional Local Calling Plan on a customer's account.

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SERVICE CHARGES

II. APPLICATION OF CHARGES (Continued)

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GUADALUPE VALLEY TELEPHONE COOPERATIVE, INC.

Local Exchange Tariff

SECTION 2

6th Revised Page 8
Replacing 5th Revised Page 8

SERVICE CHARGES

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GUADALUPE VALLEY TELEPHONE COOPERATIVE, INC.

Local Exchange Tariff

SECTION 2

1st Revised Page 8.1
Replacing Original Page 8.1

SERVICE CHARGES

D

SERVICE CHARGES

D

GUADALUPE VALLEY TELEPHONE COOPERTIVE, INC.

SECTION 2

Local Exchange Tariff

3rd Revised Page 10

Replacing 2nd Revised Page 10

SERVICE CHARGES

III. LINK UP AMERICA PROGRAM (LUA) (Continued)

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SERVICE CHARGES

III. LINK UP AMERICA PROGRAM (LUA) (Continued)

D

SERVICE CHARGES

IV. SCHEDULE OF CHARGES (1) (2) (3) (4) (5) (6)

	<u>Rate</u>
A. Service Activation Charge	\$30.00
B. Feature Change Charge	\$ 5.00
C. Account Change Charge	\$ 8.00

Notes: (1) The Cooperative offers to perform repair and maintenance work only during normal working hours from 8:00 a.m. to 4:30 p.m., Monday through Friday. All repair and maintenance work performed at other than during normal hours at the customer's request shall be provided at the sole discretion of the Telephone Cooperative.

(2) Where the service requested requires more than one of the multi-element charges described in this tariff, the total charges described in this tariff, the total charge is the sum of the separate charges required for each function except as otherwise provided.

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

(4) From the promotional period of January 27, 2013 through April 24, 2013, residential customers who establish new service and subscribe to local service and 3-Way Calling and Auto Redial and broadband or CATV, will receive a waiver if applicable installation charges.

(5) From January 27, 2013 through April 24, 2013, the Cooperative will waive applicable installation charges for qualified new residential customers. To be eligible for this promotion, the customer must have their access line with another carrier and now wish to establish service with the Cooperative and must subscribe to local service and 3-Way Calling and Auto Redial.

(6) From January 27, 2013 through April 24, 2013, the Cooperative will waive applicable installation charges for qualified new business customers. To qualify, the business customer must subscribe to local Service and 3-Way Calling and Auto Redial and broadband or CATV to receive this benefit.

(7) From January 27, 2013 through April 24, 2013, the Cooperative will waive applicable installation charges for qualified new business customers. To be eligible for this promotion, the customer must have their access line with another carrier and now wish to establish service with the Cooperative and must subscribe to local service and 3-Way Calling and Auto Redial.

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SERVICE CHARGES

Notes:

(8) From the promotional period of January 1, 2011 to March 31, 2011, the Cooperative will waive the applicable feature change charge for Basic Local Service residential and business customers who choose to switch their local service to a Choice or Smart package.

(9) From the promotional period of January 1, 2011 to March 13, 2011, the Cooperative will waive the applicable Account Change Charge if a customer chooses to change their directory listing from a non-published listing to a published listing. This applies to residential and business customers.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

I. SPECIAL CHARGES

A. Applications

Special charges in the form of installation and/or construction charges, monthly charges, or both, may be applied in addition to the usual service connection charges and monthly rates, because of the sporadic or occasional nature of the service or because an unusual investment or expense arises, as in the following examples:

1. Conditions require or the customer requests the provision of special equipment or unusual or nonstandard methods of plant construction, installation or maintenance or a move of the Cooperative facilities.
2. The customer's location requires the use of costly private right-of-way.
3. The proposed service is of a temporary nature, and the plant to be placed would not be useful to the Cooperative in the general conduct of its business after that service was discontinued.

B. Customer Requirements

1. Temporary Construction – The customer may be charged the estimated cost of construction and removal of the plant which would not be of value to the Cooperative, less the estimated net recovery value of the material used. The Cooperative may require the customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.
2. The Cooperative may retain title to all plant constructed, as specified within this tariff, provided wholly or partially at a customer's expense.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

I. SPECIAL CHARGES (Continued)

B. Customer Requirements (Continued)

3. When attachments are made to poles of other companies, instead of providing construction for which the customer would be charged under the provisions of this section, the customer may pay the Cooperative's cost for such attachments.
4. The customer may be required to pay the construction charges made by another telephone company providing facilities to connect with the facilities of the Cooperative.

II. LINE EXTENSIONS

A. Facilities Provided Without Construction Charge :

The Cooperative will furnish adequate telephone service to the largest practicable number of customers in its certificated service area.

1. Under normal conditions the Cooperative's policy is to extend its distribution plant to furnish service to any applicant within its service area for which REA construction funds have been provided without requiring a construction charge.
2. The Cooperative will extend service to every other unserved applicant for service in its telephone service area without requiring a contribution to the cost of construction, if the cost of construction of the line extensions required to serve the unserved applicant does not exceed seven (7) times the applicant's estimated annual local service revenues.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**II. LINE EXTENSIONS (Continued)****B. Construction Charges for Facilities in Excess of Allowances**

1. The Cooperative will extend its distribution plant to applicants in areas where facilities are not available under the following conditions and requirements:
 - a. All costs will be computed on a current basis, and material cost will be computed on the basis of the extension of the minimum sized cable used by the Cooperative to the applicant.
 - b. The Cooperative will determine the type of cable plant extension required on the basis of current and projected conditions and estimate the cost accordingly.
2. If the line extension requirements of an applicant or group of applicants exceeds the allowance defined in Part II, Paragraph A.2. above, the customer may be charged an amount in excess of the allowance specified for construction of the facilities. The construction charge for line extensions is apportioned equally among all applicants of a group.
3. Applicants may be required to make advance payments to cover all or a portion of the excess construction charges for exchange service or special service arrangements when in the Cooperative's judgment there is evidence of credit risk. A cash deposit may also be required as specified in Section VII, General Rules and Regulations, Part III, paragraph F on Deposits.
4. Payments for line construction are not refundable, and no credit will be allowed for future installations on line extensions constructed under the above regulations.
5. Line extensions to provided service on a basis other than covered above, require the payment of construction charges depending on the specific conditions.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**II. LINE EXTENSIONS (Continued)****C. Poles on Private Property**

The Cooperative will provide the poles on private property which are used in serving an individual customer at no cost to the customer except as provided in Part II. Paragraph A.2. above. Poles requested by the customer, in excess of those deemed necessary by the Cooperative, will be charged to the customer at the installed cost. Ownership and maintenance of such poles is vested in the Cooperative.

D. Provisions of Private Right-of-Way

The Cooperative's obligation to provide service through line extension depends entirely on its ability to secure, retain and maintain suitable rights-of-ways without unreasonable expense. Under certain conditions, applicants may be required to provide, without expense to the Cooperative, private rights-of-way as needed. The applicant may be required to furnish any and all private rights-of-way permit requirements and any associated costs will be the responsibility of the applicant and must be furnished before a plant extension project begins.

III. SPECIAL CONSTRUCTION**A. Construction on Private Property**

1. The Cooperative will furnish an average amount of entrance and distribution facilities, provided the facilities are of the standard type normally furnished for the particular location or kind of service.
2. If additional entrance or distribution facilities are required, or if conditions require special equipment, maintenance or methods of construction, if the installation is for a temporary purpose, or if for any other reason, the construction costs are excessive as compared with the revenue to be derived from the project, the applicant may be required to pay the costs over and above the costs applicable for a normal installation.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**III. SPECIAL CONSTRUCTION (Continued)****A. Construction on Private Property (Continued)**

3. The customer may be required to provide the Cooperative upon request and without charge written permission for the placement of the Cooperative's facilities on his property.
4. The customer may be required to provide satisfactory entrance to the building and space for mounting any necessary network protection equipment.

B. Temporary Service

Where plant construction is required to provide any temporary service or facility, or where it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Cooperative may require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

C. Service Provided to Movable Premises

1. When telephone service is provided to movable premises by means of aerial plant, the customer may be required to provide a clearance pole if the Cooperative considers it necessary. The clearance pole must comply with the Cooperative's specifications. The customer shall place, own and maintain the pole. However, if the customer elects, the Cooperative will place, own and maintain the pole and bill the customer the cost of placing the pole.
2. Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Cooperative may require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**III. SPECIAL CONSTRUCTION (Continued)****D. Service to Residential and Commercial Developments**

The construction charges, allowances and provisions previously specified in this section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential and commercial real estate development, which in the Cooperative's opinion are of a promotional or speculative nature, the Cooperative may require an advance deposit equal to all or a portion of the costs of such construction, depending on the circumstances in each case, to be made prior to the start of construction.

1. The Cooperative and the developer may enter into a contractual agreement to provide for the periodic refund of a portion of the deposit as customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone customers expected to receive service within the area and the time required to complete the project, not to exceed five years. The contract will provide that the construction charge be recomputed to reflect regular tariff allowances, design changes made by the developer, damage to telephone facilities by persons other than Cooperative employees or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.
2. The applicant for telephone service to a development may be required: to provide the Cooperative at his own expense the necessary easements for installation and maintenance of telephone facilities, to clear the ground where facilities are to be installed according to Cooperative specifications and to request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Cooperative.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

III. SPECIAL CONSTRUCTION (Continued)

E. Underground Service Connections

When a customer requests that underground service connections be installed initially instead of aerial facilities which would ordinarily be used, or when aerial facilities are used to provide service, and the customer subsequently requests that facilities be placed underground, the following regulations may apply:

1. The customer shall pay the cost of constructing and maintaining underground conduits which will be built according to Cooperative specifications.
2. Any ducts required in the underground conduit by the Cooperative to furnish service shall be reserved for its exclusive use.
3. If a customer requests that cable be installed in a trench, the trench shall be constructed and back filled under the Cooperative's supervision at the customer's expense.
4. The Cooperative will maintain and replace cable installed in conduit where the Cooperative has inspected and approved the conduit but will repair or replace cable in conduit or trench necessitated by damage caused by the customer or his representatives, only at the customer's expense.
5. The Cooperative may replace existing aerial facilities with underground in connection with planned projects or during its normal operations. If a customer requests the removal and replacement of existing aerial facilities with underground facilities prior to the time for normal replacement, the Cooperative will make such replacement at the expense of the customer.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**IV. SPECIAL SERVICE ARRANGEMENTS****A. General**

If a customer's requirements cannot be met with the regularly offered service arrangements, the Cooperative will provide where practical special service arrangements at charges equal to the estimated cost of furnishing such facilities on the condition that the provision of such arrangements are not detrimental to any other services furnished under the Cooperative's tariffs.

B. Rates and Charges

1. Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangement.
2. Estimated cost consists of an estimate of the total cost to the Cooperative of providing the special service arrangement including:
 - a. Cost of maintenance
 - b. Cost of operation
 - c. Depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on anticipated useful service life less estimated net salvage value.
 - d. General administration expenses, including taxes on the basis of average charges for these items.
 - e. Any other item of expense associated with the particular special service arrangement.
 - f. An amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment.

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

IV. SPECIAL SERVICE ARRANGEMENTS (Continued)

B. Rates and Charges (Continued)

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

V. OTHER REGULATIONS

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

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

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CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**I. GENERAL PROVISIONS**

Terminal equipment, inside wiring and communications systems may be connected at the customer's premises to telecommunications services furnished by the Telephone Cooperative in accordance with the provisions of this section. Telecommunications services include local exchange service, long distance message telecommunications service (LDMTS), wide area telecommunications service (WATS), and access service.

A. Responsibility of the Customer

1. The customer shall be responsible for the installation, operation and maintenance of any terminal equipment, inside wiring, or communications systems on the customer's side of the demarcation point. No combinations of terminal equipment or communications systems shall require change in or alteration of the Telephone Cooperative's equipment or services, cause electrical hazards to Cooperative personnel, damage to Cooperative equipment, malfunction of Cooperative billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, his calling or called party. Upon notice from the Telephone Cooperative that terminal equipment or communications systems are causing such hazard, damage, malfunction or degradation of service, the customer shall make such changes as shall be necessary to correct the problem.
2. Service Charges
 - a. If a Telephone Cooperative employee makes a repair visit to the customer's premises where the service difficulty results from the use of terminal equipment, inside wiring or a communications system on the customer's side of the demarcation point, the customer shall be responsible for payment of a Service Call Charge as shown in Section 2 of this tariff.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

I. GENERAL PROVISIONS (Continued)

A. Responsibility of the Customer (Continued)

2. Service Charges (Continued)

- b. If customer-provided premises wiring or communications systems fails acceptance tests monitored by, or participated in by, the Telephone Cooperative as provided in Section 68.215 of the Federal Communications Commission's (FCC's) Code, and/or if the wiring has been shown to be not in conformance with the information provided in the affidavit as specified in Section 68.215, and/or if the wiring has caused harm to the network, the customer shall agree to pay the Telephone Cooperative an amount based on the costs of activities performed by its employees.
- 3. The customer shall provide all electrical power necessary for the operation of terminal equipment, communications systems and associated wiring on the customer's side of the demarcation point.
- 4. Customers providing their own premises equipment shall reimburse the Telephone Cooperative for the cost of damages or changes requested by the customer to facilities or equipment of the Telephone Cooperative caused by the negligence or willful act of the customer or resulting from improper use of Telephone Cooperative facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Cooperative.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**I. GENERAL PROVISIONS (Continued)****B. Responsibility of the Telephone Cooperative**

1. The Telephone Cooperative shall not be responsible for the installation, operation or maintenance of any terminal equipment, inside wiring or communications system. Telecommunications services are not represented as adapted to the use of terminal equipment or communications systems. Where terminal equipment or communications systems are used with telecommunications services, the responsibility of the Telephone Cooperative shall be limited to the furnishing of service components suitable for telecommunications services and to the design, maintenance and operation of service components in a manner proper for such services. Subject to this responsibility, the Telephone Cooperative shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, or (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.
2. The Telephone Cooperative will, at the customer's request, provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with telecommunications services.
3. The Telephone Cooperative may make changes in its telecommunications services, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC Rules. If such changes can be reasonably expected to render any customer's premises equipment incompatible with telecommunications services, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice, in writing, to allow the customer an opportunity to maintain uninterrupted service.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

I. GENERAL PROVISIONS (Continued)

C. Liability of the Telephone Cooperative

1. The Telephone Cooperative will not be responsible for any loss or damage, nor for any impairment or failure of service, arising from or in connection with the use of customer-provided premises equipment and not caused solely by the negligence of the Cooperative.
2. The Telephone Cooperative will not be liable for damages arising out of injuries to persons other than Cooperative employees or property from voltages or currents transmitted over the facilities of the Cooperative cause by customer-provided premises equipment.

D. Recording of Two-Way Telephone Conversations

Telecommunications services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services under the following conditions:

1. All parties being recorded or monitored must hear a beep tone at regular intervals, or
2. All parties to the conversation must give their prior consent to the recording of the conversation. The prior consent must be obtained in writing, or be part of, and obtained at the start of the call by the recording party. The voice recording equipment shall be so arranged that it can be connected and disconnected from telecommunications services or switched on and off by the user. Exemptions to these provisions do exist under certain restrictions for commercial broadcast licensees, emergency reporting systems and law enforcement authorities.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

I. GENERAL PROVISIONS (Continued)

E. Violation of Regulations

When any premises equipment is used with telecommunications services in violation of any of the provisions in this section, the Telephone Cooperative will take such immediate action as necessary for the protection of the telecommunications network and its employees and will promptly notify the customer of the violation. The customer shall discontinue such use of the premises equipment or correct the violation and shall confirm in writing to the Telephone Cooperative within 10 days, following the receipt of written notice from the Telephone Cooperative, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use, to correct the violation or to give the required written confirmation to the Telephone Cooperative within the allotted time shall result in suspension of the customer's service until such time as the customer complies with this provision of the tariff.

II. CONNECTIONS OF REGISTERED EQUIPMENT

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the customer's premises to the telecommunications network, subject to Part 68 of the FCC Rules, Part I, of the section preceding and the following:

1. All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules are continually satisfied.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

(Continued)

The Telephone Cooperative may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.

2. The customer shall not connect registered equipment to a Telephone Cooperative line if:
 - a. the ringer equivalence of such equipment in combination with the total ringer equivalence of other equipment connected to the same line exceeds the allowable ringer equivalence as determined by the Telephone Cooperative, or
 - b. the ringer type is not a ringer type designated by the Telephone Cooperative as suitable for that particular line.
3. Unless the FCC grants a specific waiver or the equipment is located in hazardous or inaccessible locations (the exception described in Part II, Paragraph A.4. following), all connections of registered equipment to Telephone Cooperative-provided services shall be made through FCC registered standard jacks. However, in the case of registered communications systems, standard jacks may be wired in a nonstandard manner if wired in such a manner as to prevent hazard, damage, malfunction or degradation of service.
4. The required use of standard jacks is waived for registered equipment which is located in hazardous or inaccessible locations.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)****B. Premises Wiring Associated With Registered Communications Systems**

Premises Wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the Telephone Cooperative point of interconnection located at the customer's premises and not within an equipment housing.

1. Fully-protected premises wiring is premises wiring which is either:
 - a. No greater than 25 feet in length (measured linearly between the points where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.
 - b. A cord which complies with (a) preceding and which is extended once by a registered extension cord. Extension cords may not be used as substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.
 - c. Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the FCC Rules.
 - d. Electrically behind registered equipment, system components or protective circuitry which assure that electrical contact between the wiring and commercial power wiring or earth ground will not result in hazardous voltages or excessive longitudinal imbalance at the telephone network interface.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)

C. Connections Involving National Defense and Security

In certain cases, Part 68 of the FCC Rules permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Telephone Cooperative that:

1. the connection is required in the interest of national defense and security;
2. the equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or Telephone Cooperative employees; and
3. the work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

III. CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND GRANDFATHERED COMMUNICATIONS SYSTEMS

Grandfathered terminal equipment and communications systems, including protective circuitry, may remain directly connected and be moved and reconnected to the telecommunications network for the life of the equipment without registration and may be modified only in accordance with Part 68 of the FCC Rules, subject to the following conditions:

1. The customer shall notify the Telephone Cooperative when such grandfathered terminal equipment or communications systems are to be connected and shall notify the Telephone Cooperative when such grandfathered terminal equipment or communications systems are to be permanently disconnected. Such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

**III. CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND
GRANDFATHERED COMMUNICATIONS SYSTEMS (Continued)**

A. Direct Connections (Continued)

2. All such connections are made through FCC registered standard jacks.
3. All such connections shall comply with the minimum protection criteria set forth in Part 68.
 4. Premises wiring shall conform to Part 68 of the FCC Rules.
 5. No changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer.
 6. Additions to grandfathered communications systems may be made without registration of any additional equipment involved if:
 - a. equipment to be added is being reconnected, i.e., was previously directly connected prior to January 1, 1980, in accordance with Telephone Cooperative tariffs, and
 - b. such additions shall comply with the provisions of Part III, Paragraph A.1. through 5. preceding.
 7. Additions of registered equipment to grandfathered communications systems are subject to the provisions of Part II preceding.

B. Connections Through Grandfathered Connecting Arrangements

1. Grandfathered connections of terminal equipment and communications systems (as defined in Section 8 of the tariff) may remain connected and may be moved and reconnected for the life of the equipment and may be modified only in accordance with Part 68 of the FCC Rules.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**III. CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND GRANDFATHERED COMMUNICATIONS SYSTEMS (Continued)****B. Connections Through Grandfathered Connecting Arrangements (Continued)**

2. All terminal equipment and communications systems must comply with the following minimum protection criteria:
 - a. To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal at the central office not exceed 12db below one milliwatt when averaged over any three second interval. To ensure that this limit is not exceeded, the power of the signal which may be applied by the equipment to the Telephone Cooperative point of interconnection located on the customer's premises will be specified for each customer location, but in no case shall it exceed one milliwatt.
 - b. To protect other services, it is necessary that the signal which is applied by the equipment to the Telephone Cooperative point of interconnection located on the customer's premises comply with the limits specified in Part 68 of the FCC Rules.

C. Modifications To Systems and Installations Involving Unregistered Equipment Are Covered As Follows:

The use of other than fully-protected premises wiring is considered a modification under Part 68 of the FCC Rules. As an exception to the general requirement that no modification is permitted to unregistered equipment whose use is permitted under Part 68, certain modifications are authorized by Part 68. Other than fully-protected premises wiring may be used if it is qualified in accordance with the procedures and requirements specified in Part 68.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

III. CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND GRANDFATHERED COMMUNICATIONS SYSTEMS (Continued)

C. Modifications To Systems and Installations Involving Unregistered Equipment Are Covered As Follows:
(Continued)

Existing separate, identifiable and discrete protective apparatus may be removed, or replaced with apparatus of lesser protective function, provided that any premises wiring to which the telephone network is thereby exposed conforms to FCC requirements. Minor modifications to existing unregistered equipment are authorized to facilitate installation of premises wiring, so long as they are performed under the responsible supervision and control of a person who complies with the FCC requirements.

IV. CONNECTIONS OF EQUIPMENT NOT SUBJECT TO PART 68 OF THE FCC RULES

Terminal equipment and communications systems not registered nor grandfathered in accordance with Part 68 of the FCC Rules and Regulations may be connected to the network pursuant to the tariff provisions in effect prior to October 17, 1977, requiring the use of a network control signaling unit and connecting arrangement, or customer-provided protective circuitry registered in accordance with Part 68 of the FCC Rules and Regulations.

- A. Terminal equipment may be connected at the customer's premises to party line service of the Telephone Cooperative. The Telephone Cooperative will, at the customer's request, provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line needed to permit terminal equipment to operate in a manner compatible with telecommunications services.

CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

**IV. CONNECTIONS OF EQUIPMENT NOT SUBJECT TO PART 68 OF THE
FCC RULES (Continued)**

- B. Terminal equipment may be connected at the customer's premises to semi-public service of the Telephone Cooperative in accordance with the provisions for connecting additional instruments as provided for in this tariff.
- C. The terminal equipment and communications systems must comply with the minimum protection criteria set forth in Part 68 of the FCC Rules.

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MISCELLANEOUS SERVICES

I. DIRECTORY LISTINGS

A. General

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

1. The alphabetical list of names of customers is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service and does not contemplate the special arrangements of names.
2. The Cooperative has the right to limit the length of any listing in the directory to one line by the use of abbreviations if the clarity of the listing or use identification of the customer is not impaired.
3. A listing must conform to the Cooperative's specifications with respect to its directories.
4. Listings are regularly provided in connection with all classes of exchange service except Pay Telephone Access Service which are provided at no additional charge to the PTS Provider upon request. A listing may be omitted from the directory upon request of a customer under the conditions specified in Nonpublished Service. Refer to Paragraph E following for additional regulations on nonpublished directory listings.
5. If a customer's number is incorrectly listed in the directory and if the incorrect number is a working number and if the customer to whom the incorrect number is assigned requests the change, the number shall be changed without a charge. If the incorrect number is not a working number and is a usable number, the customer's number may be changed to the listed number at no charge.

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MISCELLANEOUS SERVICES**I. DIRECTORY LISTINGS (Continued)****B. Primary Listings**

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

C. Regular Extra Listings

1. Usually all extra listings must use the same address and telephone number as the primary listing except for alternate listings; however, when the Cooperative considers it necessary to facilitate directory usage it may permit listings under a different address from the primary listing while using the telephone number of the primary listing.
2. In connection with service provided at hotels, motels, retirement homes, or boarding houses, extra listings may be provided in the names of permanent guests or tenants at that location, provided approval is obtained from the hotel or motel involved, without issuing a separate bill.
3. At the customer's option extra listings may be obtained when a directory is published or between issues of directories; then the listings appear on information records only. Charges for extra listings date from the time the listings are posted on information records.
4. The length of the contract period for extra directory listings where the listing actually appears in the directory is the directory period, unless the main contract is cancelled prior to the end of the period, the extra listed party subscribes to exchange service, moves to a new location or dies. When the listing appears on information records only, the contract is for one month.

MISCELLANEOUS SERVICES

I. DIRECTORY LISTINGS (Continued)

C. Regular Extra Listings (Continued)

4. Business

Business extra listings may be the names of partners or members of a partnership or firm, the names of officers of the corporation, or the names of business associates or employees of a business establishment. Business extra listings may be the bona fide names of individuals, firms or corporations which the customer owns or controls or is duly authorized to represent. Listings which are designed primarily to give publicity to a commodity or service are not accepted.

5. Residence

Residence extra listings may be the names of members of the customer's family or of other persons residing in the customer's household as part of the family unit.

D. Special Types of Extra Listings

1. Duplicate Listings

Duplicate listings, including listing of nicknames, abbreviated names, names which are commonly spelled in more than one way and rearrangements of names are permitted when the Cooperative considers the listings necessary for the proper identification of the customer. Duplicate listings intended to secure a preferential position in the directory or for advertising purposes are not permitted.

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MISCELLANEOUS SERVICES

I. DIRECTORY LISTINGS (Continued)

D. Special Types of Extra Listings (Continued)

2. Alternate Listings

The listing of an alternative telephone number to be called in case no answer is received is permitted for customers in all classes of service. The alternate number may be that of a service not under contract with the customer in connection with whose name it appears. In such a case the consent of the customer to the alternatively listed service is required prior to providing the alternate listing.

3. Extra Lines of Information

The listing of additional lines of information like office hours which are not required by the Cooperative to efficiently handle telephone traffic are not included in the regular charges for service. Regular extra listing rates apply to the listing of office hours or other information desired by the customer in connection with his listing. A phrase directing the method of calling when a PBX operator is not on duty may be listed in the directory at extra charges whenever night connections are provided.

4. Foreign Listings

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

5. Other Types of Extra Listings

The se include: captioned listings (the listing of a customer's name without address or telephone number followed by a series of indented listings covering branches or different departments of the business); indented listings (directory listing indented under another listing); reference listing (the listing of a generally accepted name of a firm or corporation followed by a reference to another listing.)

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MISCELLANEOUS SERVICES

I. DIRECTORY LISTINGS (Continued)

D. Special Types of Extra Listings (Continued)

6. Temporary Tenant Listings

Residence customers who lease their premises and request that the Cooperative provide service to their tenant without a change in contract may arrange for listings of such tenant provided that the customer and the tenant do not occupy the premises at the same time. The customer is still responsible for the payment of all charges, and billing and contractual arrangements remain the same.

E. Nonpublished Service

1. A listing is nonpublished when a customer requests that no listing be placed in the Cooperative's directories and information records. This arrangement is provided only under the terms of a special arrangement whereby the customer agrees to save the Cooperative harmless from any damages which might result because of the nonpublished listing and to absolve the Cooperative from any responsibility for the failure of the customer to receive telephone calls because of the nonpublished listings.
2. The Cooperative is not liable for damages arising from publishing the telephone number of a nonpublished service in the telephone directory, refusing to disclose a nonpublished telephone number upon request or disclosing the telephone number of any person. If such numbers should be published in the telephone directory, the Cooperative's liability is limited to a refund of the monthly charges applicable for nonpublished service.
3. A customer residing in an E911 Service district forfeits the privacy afforded by Nonpublished and/or Nonlisted Telephone Service to the extent that the customer's name, telephone number, and the address associated with the customer's service location are furnished to the E911 service administrator, E911 public safety answering point (PSAP) or E911 service database.

MISCELLANEOUS SERVICES

I. DIRECTORY LISTINGS (Continued)

E. Nonpublished Service (Continued)

3. When a call is placed from a telephone number associated with a non-published listing, the number may be disclosed if the called party has equipment to display the calling number. Customers may prevent the display of the calling number by activating Caller ID blocking. Caller ID blocking is available, at no charge, in areas where Caller ID disclosure is possible.

4. Nonpublished Service is normally provided on all Pay Telephone Access Service access lines and is provided at no additional charge to the PTS Provider.

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F. Dual Name Listing

A dual name listing may be provided for two persons who share the same surname and reside at the same address or for a person known by two first names. This listing is comprised of a surname, two first names, address and a telephone number.

MISCELLANEOUS SERVICES

I. DIRECTORY LISTINGS (Continued)

G. Rates

	<u>Monthly Rates</u>		
	<u>Business</u>	<u>Residence</u>	
Primary Listings			
Regular Local Exchange Service (one listing)	No Charge		
Regular Extra Listings	\$3.45	\$1.50	I
Special Listings			
Alternate Listings	\$.75	\$.50	
Duplicate Listings	\$.75	\$.50	
Extra Lines of Information, Each line	\$.75	\$.50	
Captioned Listing	\$.75	\$.50	
Indented Listing	\$.75	\$.50	
Reference Listing	\$.75	\$.50	
Foreign Listings	\$3.45	\$1.50	I
Nonpublished Service, each	\$3.45	\$3.25	
Temporary Tenant Listings	\$.75	\$.50	
Dual Name Listing	No Charge		

MISCELLANEOUS SERVICES

II. INTRAEXCHANGE PRIVATE LINE SERVICES AND CHANNELS

A. General

1. The Cooperative provides facilities where available for intraexchange private line service for the purpose of telecommunications, signaling, telemetry and electrical control solely for the user of customers within its exchange service area.
2. Channels for services not specifically named elsewhere in this tariff, and for the purposes other than telecommunications will be furnished where facilities are available and where, in the Cooperative's judgment, the use to be made of such channels is not contrary to Cooperative regulations or detrimental to other services.
3. The Cooperative does not usually furnish channels with a better than normal grade of transmission. Higher grade channels will be provided on a cost basis only when physically and economically practicable on the part of the Cooperative.
4. IntraLATA interexchange private line service will be furnished at published rates of the Private Line Services Tariff which Southwestern Bell Telephone Company has on file with the Public Utility Commission of Texas.
5. Services provided under this tariff are intended to be used by intraexchange private line customers in obtaining end-to-end private line services. Interexchange carriers may use services found in this tariff which will meet their administrative needs. An interexchange carrier cannot obtain services from this tariff to furnish a segment of their authorized service offerings. Interexchange carriers may obtain private line facilities from the Access Service Tariff of the Cooperative.

MISCELLANEOUS SERVICES

II. INTRAEXCHANGE PRIVATE LINE SERVICES AND CHANNELS

(Continued)

A. General (Continued)

6. The purpose for which the intraexchange private line service is to be used must be made known to the Cooperative at the time of application for service. The customer will notify the Cooperative in writing prior to a planned change in use.

B. Rates for Intraexchange Private Line Service and Channels

1. The following rates are applicable to all standard types of channels used:

	Monthly Rate
For the initial ½ mile circuit Or fraction thereof, circuit Measurement	\$ 3.00
For each additional ¼ mile of Circuit or fraction thereof, Circuit measurement	\$ 1.00

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MISCELLANEOUS SERVICES

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MISCELLANEOUS SERVICES

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MISCELLANEOUS SERVICES

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GUADALUPE VALLEY TELEPHONE COOPERATIVE, INC.

SECTION 5

Local Exchange Tariff

3rd Revised Page 11.2

Replacing 2nd Revised Page 11.2

MISCELLANEOUS SERVICES

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MISCELLANEOUS SERVICES

III. PAY TELEPHONE SERVICES

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A. Pay Telephone Access Service

1. General

Pay Telephone Service (PTS) is a telecommunications service utilizing any coin, coinless, credit card reader, or cordless instrument that is accessible by members of the general public, or business patrons, employees and/or visitors of the premises owner or lessee where pay telephone service is installed, provided that the end user pays for local or toll calls from such instruments on a per-call basis. For purposes of this definition, coinless telephones provided in guest rooms by hotel/motel are not pay telephones. A telephone that is primarily used by business patrons, employees, and/or visitors of the premises' owner is not a pay telephone if all local calls and "1-800" and "1-888" type calls from such telephone are free to the end user.

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All PTS Providers must register with the Commission in order to do business in the State of Texas. The Cooperative shall not provide Pay Telephone Access Service to a person unless that person provides a commission-supplied proof of registration.

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Pay Telephone Access Service (PTAS) is a local exchange service available to pay telephone service providers that provides a two-way, or optionally, one-way originating-only access line composed of serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer premises, and the network interface.

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PTS Provider is the entity that purchases PTAS from the Cooperative and registers with the Public Utility Commission as a provider of PTS to the end user.

MISCELLANEOUS SERVICES

III. PAY TELEPHONE SERVICES (Continued)

A. Pay Telephone Access Service (Continued)

1. General (Continued)

- a. The pay telephone shall be constructed, maintained and operated to work satisfactorily with facilities provided by the Cooperative.
- b. A maximum of one pay telephone may be connected to any PTAS access line.
- c. Directory listings will be provided under the regulations of this tariff governing the furnishing of listings for business customers at the PTS Provider's request at no additional charge. Unless otherwise specified by the PTS Provider, Nonpublished Service will be provided to the PTS Provider and will be provided at no additional charge.
- d. Service activation charges for business access line service shall be applicable for PTAS. C
- e. A non-dial instrument may be connected to the PTAS access line and must be visible from the main station. Notice as required by the Commission's rules must be provided when the instrument is connected.
- f. PTAS will not be provided in conjunction with foreign exchange service or rotary line service.
- g. PTAS may be connected to, from, or through a customer-provided telecommunications switching system, or local exchange carrier-provided central office based PBX-type switching system, provided that the PTS Provider meets all the requirements of the Commission's rules. The PTS Provider must ensure that access to E-911, 911 and/or 0- is not blocked and must comply with all legislative and rule requirements regarding the operation of E-911 and 911.

MISCELLANEOUS SERVICES

III. PAY TELEPHONE SERVICES (Continued)

A. Pay Telephone Access Service (Continued)

1. General (Continued)

h. Call Screening Services

Call Screening Services as described herein are available to PTS Providers. The PTS Provider will not be responsible for charges placed in violation of Selective Class of Call Screening or Billed Number Screening. The Telephone Cooperative will not bill if the pay telephone clearly identifies at the local operator at the time a 0+, 0-. Third number, or collect call is placed; otherwise, the appropriate Long Distance Telecommunications charges will apply. The Telephone Cooperative will only be responsible for refunds or adjustment of charges for calls placed through non-Telephone Cooperative operators when those calls are billed through the Telephone Cooperative.

Selective Class of Call Screening will be provided via flexible automatic number identification (Flex ANI) coding digit service to all PTS providers at no charge. Flex ANI enables assignment of two-digit codes so that different classes of service can be distinguished by the operator service provider. The Company provides Selective Class of Call Screening for calls that originate from pay telephone instruments. T

Billed Number Screening is provided at the PTS Provider's option at no charge. This service prevents billing of incoming collect and/or third number billed calls.

i. Coin Supervision will be provided at the PTS Provider's option, at the rates shown in III.A.5, following. This feature provides the capability of central office line equipment to pass signals and/or tones from a local exchange service line to a trunk terminating at the PTS Provider's operator service provider. These signals enable an operator service provider to recognize coin deposits and return coins to the pay telephone user. Coin Supervisor also permits a suitably equipped operator service provider to automatically ring back the originating local exchange service line upon completion of a call. T

MISCELLANEOUS SERVICES

III. PAY TELEPHONE SERVICES (Continued)

T

A. Pay Telephone Access Service (Continued)

T

1. General (Continued)

j. PTAS shall be available in all exchanges of the Telephone Cooperative.

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k. Cooperative-provided local directory assistance service will not be provided on pay telephones accessible to inmates of confinement facilities.

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l. The Cooperative must provide a PTS Provider using automated call completion technology to complete operator service calls, the same services and information that the Telephone cooperative provides to interexchange carriers in accordance with the Commission's rules, on the same prices, terms, and conditions that any interexchange carrier receives from the Cooperative.

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MISCELLANEOUS SERVICES

III. PAY TELEPHONE SERVICES (Continued)

T

A. Pay Telephone Access Service (Continued)

T

2. Responsibility of the PTS Provider

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- a. The PTS Provider shall be responsible for the installation, maintenance, and operation of the pay instrument used in connection with PTAS.

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The Telephone Cooperative will not initiate a maintenance service call or take any other action in response to a trouble report on a pay telephone until such a time as requested by the PTS Provider or its agent. The PTS Provider must advise the Telephone Cooperative of the identity of the PTS Provider or agent authorized to request a service call.

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- b. The PTS Provider shall be responsible for the payment of charges for all local and toll message, including, but not limited to, local and non-local directory assistance calls, third number billed, or accepted as collect by this type of service except as provided in the Commission's rules.

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- c. Pay instruments used in connection with PTAS must be registered in compliance with the Federal Communications Commission (FCC) Part 68n Registration Program or connected behind an FCC-registered coupler.

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- d. A PTS Provider must comply with all applicable Federal, State and Local laws and regulations concerning the use of these telephones by disabled persons and the hearing or speech impaired.

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- e. THE PTS Provider agrees to indemnify and hold the Cooperative harmless from any and all loss, damage and expense occasioned by or arising out of claims for injury to persons or damage to property caused by or contributed to by the provision of detailed toll billing records to the PTS Provider by the Telephone Cooperative, including but not limited to, any disclosure of said detailed toll billing records by the PTS Provider.

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GUADALUPE VALLEY TELEPHONE COOPERATIVE, INC.

SECTION 5

Local Exchange Tariff

6th Revised Page 19
Replacing 5th Revised Page 19

MISCELLANEOUS SERVICES

III. PAY TELEPHONE SERVICES (Continued)

D

MISCELLANEOUS SERVICES

III. PAY TELEPHONE SERVICES (Continued)

D

MISCELLANEOUS SERVICES

III. PAY TELEPHONE SERVICES (Continued)

D

MISCELLANEOUS SERVICES

III. PAY TELEPHONE SERVICES (Continued)

D

MISCELLANEOUS SERVICES

III. PAY TELEPHONE SERVICES (Continued)

T

A. Pay Telephone Access Service (Continued)

T

3. Violation of Tariff

a. Where any pay telephone is in violation of this tariff, the Telephone Cooperative will promptly provide written notification to the PTS Provider citing the specific tariff provisions being violated. The notice must advise the PTS Provider that service may be disconnected unless the PTS Provider corrects the violation and notifies the Telephone Cooperative, in writing, of the correction within 20 days.

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b. If, after 20 days, the Telephone Cooperative has received no written notice from the PTS Provider that the violation has been corrected, the Telephone Cooperative may disconnect the service until such time as the PTS Provider complies with the provision of this tariff.

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c. If the PTS Provider has filed a complaint with the Commission regarding the disconnection and has provided the Cooperative with a copy of the complaint that indicates that the complaint has been filed with the Commission's complaint office within 20 days of receipt of the notice of a violation from the Cooperative, the Cooperative may not disconnect the instrument(s) pending resolution of the complaint by the Commission.

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MISCELLANEOUS SERVICES

III. PAY TELEPHONE SERVICES (Continued)

A. Pay Telephone Access Service (Continued)

5. Rates	<u>Monthly Rate</u>	<u>NRC</u>
a. Pay Telephone Access Service Access Line		
Bulverde, Cranes Mill, Hancock Sattler, Smithsons Valley, Westhoff	\$10.50	(1)
Balcones, Cost, Kenberg Kingsbury, Leesville, Sabina Rocky Creek, Saturn	\$11.00	(1)
Waelder	\$18.35	(1)
b. Billed Number Screening	N/C	(1)
c. Selective Class of Call Screening	\$ 1.86	(1)(3)
d. Coin Supervision	\$ 2.21(2)	(1)

R

(1) Service Activation Charges for business access lines will be applicable.

(2) Applicable rate is the approved rate shown in NECA Tariff No. 5,17.4.4.

(3) Subscription to Selective Class of Call Screening will not be necessary for PTAS access lines when the Cooperative begins billing for Flex ANI coding digit service via the Cooperative's Interstate Tariff.

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MISCELLANEOUS SERVICES

IV. CUSTOM CALLING SERVICES (Continued)

A. General

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1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following customer calling features:
 - a. Call Waiting – By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that telephone number. This permits putting the first call on hold so that a second call can be answered.
 - b. Cancel Call Waiting – Permits a customer to cancel the Call Waiting feature on a per-call basis by the use of a customer invoked dialing code. Any new call attempting to terminate to the customer’s line receives a busy signal and the customer receives no Call Waiting tones. Call Waiting is automatically restored after the call is terminated. Cancel Call Waiting can be activated prior to placing a phone call or after a connection has been established (for the latter, Three-Way Calling must also be assigned to the line.)
 - c. Voice/Data Protection – Permits a customer subscribing to Call Waiting service to suspend their Call Waiting feature through the use of a customer invoked dialing code. Call Waiting is temporarily suspended for a period of time in order to prevent data transmission errors caused by the interruption tones associated with the Call Waiting feature. The Voice/Data Protection feature will remain active until the customer reactivates Call Waiting by dialing a code.

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MISCELLANEOUS SERVICES

IV. CUSTOM CALLING SERVICES (Continued)

A. General (Continued)

1. (Continued)

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d. Call Forwarding – Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are to be transferred automatically. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the access line originating the call and the access line to which the call was transferred. Customers utilizing Call Forwarding service are responsible for the payment of charges for each toll call between his access line and the distant access line to which the call was transferred.

e. Permanent Call Forwarding – Provides for all incoming calls to a directory number to be permanently forwarded to another dialable telephone number. No physical line equipment is associated with the base directory number and forwarding is always activated. The forwarded-to number can only be changed by the Telephone Company. A customer utilizing Permanent Call Forwarding is responsible for the payment of all toll charges between their directory number and the line to which the call is transferred and the appropriate local exchange access line rate. Features with Call Forwarding capabilities cannot be used on a continual basis to expand the local calling scope beyond that available to a customer's premise.

MISCELLANEOUS SERVICES**IV. CUSTOM CALLING SERVICES (Continued)****A. General (Continued)**

f. Three-Way Calling – Enables a customer to add a third party on an existing call without operator assistance, thereby establishing a three-way conversation. The transmission quality may vary depending on the distance and routing necessary and may not meet normal standards.

g. Speed Calling (Abbreviated Calling) – Enables a customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number.

h. Call Forwarding, No Answer – Enables an incoming call to be automatically directed to a predetermined alternate telephone number if the intended call destination is not answered after a specified number of rings. A subscriber to this feature designates the number of rings to be received before an incoming call is routed to another number when the feature is installed.

i. Call Forwarding, No Answer and Busy Line – Enables an incoming call to be automatically directed to a predetermined alternate telephone number if the intended call destination is not answered in a specific number of rings or encounters a busy signal.

j. Remote Access To Call Forwarding – Enables a customer, who also subscribes to Call Forwarding, with the ability to activate, deactivate or change the Call Forwarding from a remote location by the use of a Personal Identification Number (PIN). The customer gains remote access to the Call Forwarding feature from a touch-tone telephone. All charges incurred to access the remote number will be billed appropriately.

k. Call Forwarding, Busy Line – Enables an incoming call that encounters a busy condition to be forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (i.e. toll charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded.

l. Simultaneous Call Forwarding – Enables a customer, that also subscribes to an appropriate call forwarding service, with the ability to specify the number of calling paths to be made available to forward multiple incoming calls simultaneously to another directory number. This allows the

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING SERVICES (Continued)

A. General (Continued)

1. (Cont.) forwarding calls intended for a group of lines arranged in a hunt group, to control the number of simultaneous calls that can be forwarded to a target number. The number of calling paths cannot exceed the number of exchange access lines in the hunt group forwarding the calls. The Simultaneous Call Forwarding customer is responsible for the payment of charges (i.e. toll charges) for each call between the Simultaneous Call Forwarding equipped telephone line and the line to which the call is being forwarded. Simultaneous Call Forwarding is available only as an enhancement to Call Forwarding services and must be ordered for each line in the hunt group for which the customer wishes to be forwarded.

2. Custom Calling Services can be provided in connection with the individual line residence and business service. PBX trunk and rotary line groups must have all lines in the group equipped. Pay Telephone Services are excluded from these services.
3. Custom Calling Services that may require Tone Dialing Service will be provided in addition to the rate for Tone Dialing Service.
4. Call Waiting cannot be used in connection with Call Forwarding, No Answer and Busy Line Service.
5. Custom Calling Services are furnished only in exchanges equipped with facilities to provide these services.

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MISCELLANEOUS SERVICES

IV. CUSTOM CALLING SERVICES (Continued)

B. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for each local exchange access line with which these features are associated. Nonrecurring service charges are applicable as shown in Section 2, Service Charges.

	<u>Monthly Rate</u>	
	Business	Residence
1.		
Call Waiting	\$3.75(I)	\$2.25(I)
Cancel Call Waiting(2)	\$.75	\$.25(D)
Voice/Data Protection (2)	\$.75	\$.75
Call Forwarding	\$4.50(I)	\$2.75(I)
Permanent Call Forwarding(1)(2)	\$1.50(I)	\$1.50(I)
Three-Way Calling	\$4.50(I)	\$3.50(I)
Speed Calling (8 code)	\$4.00(I)	\$3.50(I)
Call Waiting, Call Forwarding, Three-Way Calling, and Speed Calling (8 code)	\$6.75	\$6.75
Call Forwarding, No Answer(1)	\$2.00	\$1.00

Call Forwarding, No Answer & Busy Line (1)	\$2.00	\$1.00
Remote Access to Call Forwarding (3)	\$2.75(I)	\$1.25
Call Forwarding-Busy Line (1)	\$2.00	\$1.00
Simultaneous Call Forwarding (1) (per line)	\$2.65	\$2.10

MISCELLANEOUS SERVICES

IV. CUSTOM CALLING SERVICES (Continued)

B. Rates and Charges (Continued)

(1) The Feature Change Charge or the Account Change Charge as specified in Section 2 of this tariff will apply for customer requested changes to Fixed Call Forwarding Services subsequent to the initial order for these services. C

(2) If Cancel Call Waiting, Voice/Data Protection and Permanent Call Forwarding are installed at the time of the initial installation of the customer's telecommunications service, no service charges apply in addition to those found in Section 2. If service is added or changed after the initial installation, the Feature Change Charge or the Account Change Charge as applicable in Section 2 will apply.

(3) If Remote Access to Call Forwarding is installed at the time of the initial service installation, no additional service charges will apply. The Cooperative will waive installation charges associated with requests to add Remote Access to Call Forwarding for a (60) day period after the service is first made available in a customer's serving Central Office. C

2. For applicable installation charge, see Section 2, Service Charges. D

V. TONE DIALING SERVICE

A. General

1. Tone dialing service is an optional service that provides for the origination of telephone calls through the use of a pushbutton tone pad rather than a standard rotary dial.

2. Tone dialing service is furnished only in exchanges equipped with facilities to provide tone dialing.

3. For applicable Feature Change Charges, see Section 2, Service Charges. C

MISCELLANEOUS SERVICES

V. TONE DIALING SERVICE (Continued)

B. Rates and Charges (Continued)

		<u>Monthly Rate per</u>	
		<u>Access Line</u>	
Tone dialing access is required			
For each central office line,			
Trunk, channel or network			
Access line used to provide			
Tone dialing	(1)	\$1.25	C

(1) Existing residential and business customers who order Tone Dialing Service between December 15, 1997 and January 15, 1998, will receive a waiver of the non-recurring service order charges as specified in Section 2 of this tariff.

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MISCELLANEOUS SERVICES

VI. TELEPHONE CREDIT CARDS

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Telephone credit cards may be issued to customers who have established and maintained proper credit as set forth in Section 7, Part III, Paragraph F. If a customer's credit is not satisfactory, he may obtain a credit card by making a deposit of one-sixth of his estimated annual billings as specified in Section 7, Part III, Paragraph F.

Telephone credit cards are valid only for charging calls to the telephone numbers to which they are issued.

The customer will be responsible for all calls made with the assigned credit card. The Cooperative must be notified at once if the card is lost or stolen.

Telephone credit cards are not transferable and become void when the telephone service to which the card is issued has been disconnected. Cards can be cancelled at the discretion of the Cooperative for valid cause and remain the property of the Cooperative.

VII. GROUP ALERTING AND PUBLIC EMERGENCY REPORTING SYSTEMS

A. General

1. Group alerting and public emergency reporting systems are supplied only for the benefit of the customer, and no other person shall derive any rights from the Cooperative's provision of this service. When the group alerting and public emergency system is furnished to a corporation, city, town, or municipality, no person other than the corporation, city, town, or municipality, as a local entity or governmental body, shall be deemed to be a customer, and service furnished to any legal entity or governmental body shall not be interpreted, construed, or regarded as being for the benefit of, or creating any contractual rights in or duty toward any individual connected with such corporation, or any individual resident of any city, town, or municipality. Any benefit derived from the use of the group alerting and public emergency reporting system by persons other than the customer is to be considered as incidental.

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MISCELLANEOUS SERVICE

VII. GROUP ALERTING AND PUBLIC EMERGENCY REPORTING SYSTEMS

(Continued)

A. General (Continued)

2. The rates charged for the group alerting and public emergency reporting systems do not contemplate constant monitoring by the Cooperative to discover defects and malfunctions. The customer shall have the responsibility of discovering such operating defects and malfunctions, and assumes the duty of, and will make such tests as are, in the judgment of the customer, required to determine whether the system is functioning properly. The customer shall promptly notify the Cooperative whenever the system is not functioning properly.
3. The Cooperative shall not be liable for any loss or damages arising out of interruptions, defects, failure, or malfunctions of the group alerting and public emergency reporting systems until the customer has duly notified the Cooperative that the system is not functioning properly, and the Cooperative has had a reasonable time thereafter to correct such defect or malfunction.

Damages arising out of interruptions, defects, failures, or malfunctions of the system after the Cooperative has been notified and has had a reasonable time to correct the same, shall in no event exceed an amount equivalent to the charges made for the system for the period following notice from the customer until service is restored. The customer indemnifies the Cooperative against all loss or damages to persons or property occurring from the use, attempted use or failure of the group alerting and public emergency reporting system before the Cooperative has been notified as provided herein, and before it has had a reasonable time to restore service.

4. The group alerting and public emergency reporting system is designed to connect an incoming call simultaneously to a number of access lines for incoming service only.

MISCELLANEOUS SERVICES

VII. GROUP ALERTING AND PUBLIC EMERGENCY REPORTING SYSTEMS

(Continued)

A. General (Continued)

- 5. Group alerting and public emergency reporting service will be furnished for a minimum contract term of 12 months. Service may be terminated prior to the expiration of the initial contract period under the following conditions: written notification to the Cooperative a reasonable period in advance has been given; all charges for the period service has been rendered have been paid, and the termination charges as described below have been paid. The termination charges will be equal to that proportion of the sum of the cost of the installed equipment and the cost of removal less the immediate recovery value of the equipment removed, as the unexpired portion of the initial contract period bears to the full initial contract period.
- 6. The customer will be given the choice of arranging-for-changes in location as shown in the Service Charge Section of this tariff and regardless of whether or not the initial contract period has expired.

B. Rates

	<u>Monthly Rate</u>
Each Access Line Connected	\$1.50
Minimum Monthly Charge	\$6.00
Special Central Office Equipment	No Charge

VIII.DETACHED ACCESS LINE SERVICE

A. General

Detached access line service consists of an additional circuit connected to an exchange access line either directly or through a switching device which uses Cooperative facilities.

MISCELLANEOUS SERVICES

VIII. DETACHED ACCESS LINE SERVICE

A. General (Continued)

1. Detached access line service will not be provided in connection with Pay Telephone Services.
2. Detached access line service must be located on the same premises as the customer's main service, except as provided below. The service is restricted to the use of the customer, his employees or associates or to members of the customer's immediate household. When either the primary telephone service or the detached access line is at a business location, business rates apply.
3. Provided that facilities are available and there are no technical limitations, detached access lines may be located on other premises by special authorization only when a valid need is established and subject to the following conditions:
 - a. Where two (2) or more premises are used in the conduct of one establishment or business.
 - b. Business detached access lines may be provided at the residence location of the same customer.
 - c. Residence detached access lines may not be provided at business locations unless business rates apply.
4. Two (2) separate telephone numbers may be required for the establishment of this service, and the customer is charged for two (2) one party services where one party service is available.
5. All distribution facilities furnished for use with supplemental equipment will be treated as detached access line service.

MISCELLANEOUS SERVICES

VIII. DETACHED ACCESS LINE SERVICE (Continued)

B. Rates and Charges

The rates and charges set forth below apply if the necessary facilities are available. If unusual expenditures are involved in making facilities available, the customer may be required to pay an additional charge to cover the unusual expenditure and/or to contract for service beyond the initial service period. The maximum charge for detached access line service is the applicable local exchange access line rate.

- 1. Rates and Charges for all exchanges: (1)(2)

	<u>Monthly Rate</u>	I
Detached Business Access Line	\$5.25	
Initial 300 Feet		
Detached Residence Access Line	\$5.25	
Initial 300 Feet		
For each additional ¼ miles or Fraction thereof in excess of 300 Feet	\$1.00	

- 2. For applicable Service Activation Charges, see Section 2.

(1) Rate includes 300 feet radius from the building in which the primary access line terminates.

(2) Airline mileage is applicable and is computed separately for each detached access line. Fractions are rounded to the next higher ¼ mile.

MISCELLANEOUS SERVICES

IX. VACATION SERVICE

Vacation service is the suspension of telephone service for one month or more at the request of a customer. Only one period of suspension, not to exceed six months, is permitted in any calendar year.

- A. Vacation service may begin and terminate on any day of the month provided sufficient advance notice is given. A charge will be made for restoration of service.
- B. The charge for vacation service is equal to 50 percent of the applicable local exchange access line rate, including the applicable rate for directory listings, starting on the date on which service is suspended.
- C. Bills are rendered at regular billing dates during the period of suspension. Payment for local service equal to the anticipated suspension period may be made in advance. No allowance shall be made if service is suspended for less than one month.
- D. As of January 1, 2013, Vacation Service will be grandfathered and will no longer be offered to new customers requesting the service. All existing customers on the Vacation service as of January 1, 2013, will remain on the service until such time as they discontinue such service.

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X. ROTARY TELEPHONE SERVICE

Rotary telephone service is a central office service arrangement which enables a subscriber having two or more lines to have an incoming call to a busy line automatically transferred to a line which is not busy. Rotary telephone service is available to all customers, whether they have Local Exchange Access Service, Extended Area Service, or Extended Metro Service. The mixing of EAS/EMS and non-EAS/EMS lines within a service arrangement such as Multi-Line Hunting or PBX trunk is allowed only as long as the local lines hunt to EAS/EMS lines. Furnished where available.

Monthly Rate for Each Line	\$2.50
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For applicable installation charge, see Section 2, Service Charges.

MISCELLANEOUS SERVICES

XI. JOINT USER SERVICE

A. General

Joint User Service is an arrangement whereby an individual, firm or corporation whose telephone needs are not such as to justify the provision of separate subscriber service, is permitted to use the service of a subscriber. Upon written application by the subscriber, the Telephone Cooperative will extend service to joint users, except that not more than one joint user will be permitted for each main access line or for each trunk of a commercial P.B.X. system, and not more than two joint users on each residence service. Joint User Service is not furnished in situations where a subscriber is engaged in the business of renting office space on a transient or permanent basis, or for other reasons the subscriber desires to furnish telephone service to his clients.

1. To facilitate the use of Joint User Service, a directory listing is included as a part of the classifications, and additional listings may be furnished joint users under the same conditions as to regular subscribers. Listings for Joint User Service must bear the same address and telephone number as the listing of the main service except as stated for off-premises P.B.X. systems.
2. Joint users are permitted only in connection with business individual line, residence individual line, and P.B.X. service. The joint users must be located in the same office or suite of offices as the subscriber, and in connection with residence service, in the same household.
3. Joint User Service shall be furnished only at the request of the subscriber to the main service, who shall make application therefore, and shall be responsible for the payment of all charges incurred thereunder.

MISCELLANEOUS SERVICES

XI. JOINT USER SERVICE (Continued)

A. General (Continued)

4. Charges for Joint User Service date from the day the contract is executed, and are payable monthly in advance. The minimum charge executed for Joint User Service is for a directory period, except that the service may be cancelled before the listings close for the next issue of the directory.
5. Contract for Joint User Service may be terminated at the end of the directory issue, or at any time upon payment of all charges for service for the minimum contractual period.

B. Rates and Charges

Joint User Service, including one listing in the directory is furnished at the following rates for each joint user, per month;

Business Individual Line Service

50% of individual business line rate computed to the next higher multiple of \$0.25.

Residence Individual Line Service

50% of individual residence line rate computed to the next higher multiple of \$0.25

XII. DIRECT INWARD DIALING (DID) SERVICE

A. General

1. Direct Inward Dialing Service consists of the central office switching equipment necessary to provide direct inward dialing from the local exchange and long distance telecommunications network to stations and attendant positions associated with customer premises switching systems.

MISCELLANEOUS SERVICES

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

A. General (Continued)

2. The provisions of DID Service is subject to the availability of Telephone Cooperative facilities and telephone numbers and the utilization of appropriate customer premises equipment.
3. DID Service must be provided on all lines in a trunk or access line group arranged for inward service. The service does not contemplate the routing of calls to selected numbers within the direct inward dialing number group over a separate trunk or access line group.
4. The operational characteristics of interface signals between Telephone Cooperative-provided connecting arrangements and customer-provided switching equipment must conform to Telephone Cooperative specifications.
5. The Telephone Cooperative shall not be responsible to the customer or authorized user if changes in protection criteria or in any of the facilities, operations or procedures of the Telephone Cooperative render any customer-provided facilities obsolete, require modifications of or otherwise affect the use or performance of such facilities.
6. The Telephone Cooperative will provide directory listings in accordance with the regulations of Section 5 of this Tariff. Direct inward dialing numbers furnished under these provisions are not entitled to free directory listings.
7. Customer-premises switching systems must be able to intercept unused numbers transmitted to the switching equipment.
8. The rates and charges for this service contemplate the use of standard Telephone Cooperative equipment and serving arrangements.

MISCELLANEOUS SERVICES

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

A. General (Continued)

9. Direct Inward Dialing telephone numbers are normally provided in blocks of 25 consecutive numbers. However, the blocks may be provided on a nonconsecutive basis if this is within the normal limitations of the serving office. The Telephone Cooperative retains its rights to the telephone numbers used in DID Service as provided in Section 7 of this Tariff.

B. Rates

	<u>Monthly</u> <u>Rate</u>	<u>Installation</u> <u>Charge (1)</u>
Direct Inward Dialing Service to Customer-Premises Switching Systems:		
Each block of 25 DID Numbers assigned up to 100 in total	\$ 36.25	\$ 25.00
Each additional block Of 25 DID Numbers Assigned over the first 100	\$ 16.25	\$ 25.00
Trunk Termination, each	(2)	(3)

- (1) Applicable in each instance a service order is received to install or change one or more groups of DID numbers.
- (2) Applicable PBX Trunk charges as provided in Section 1 of this tariff.
- (3) Applicable Service Charges as provided in Section 2 of this tariff.

MISCELLANEOUS SERVICES

XIII. 900/976 CALL RESTRICTION

A. General

1. 900/976 Call Restriction is a central office service which allows a customer to restrict certain outgoing local and long distance calls from their exchange access line. Call Restriction precludes completion of calls placed by dialing numbers preceded by 1+900 or 976. These calls are also referred to as pay-per-call information services. Calls placed to 976 numbers using the Long Distance Message Telecommunications Network (i.e., 1+976 or 1+(NPA)+976), may not be screened by the Cooperative and may not be included in Call Restriction service.
2. Calls placed to restricted numbers from an access line equipped with Call Restriction service will be directed to a central office announcement where available.
3. Call Restriction service requires special facilities. In areas where these special facilities are not available, all access to pay-per-call information services will be blocked.
4. Call Restriction is offered only in conjunction with Residence and Business single party exchange access line or trunk service.
5. The minimum contract period for this service is one month.
6. With the exception of disconnection of local exchange service, the General Rules and Regulations of the Cooperative regarding payment for services, as outlined in this tariff, apply to 900 and 976 services.
7. The Cooperative shall be held harmless from any and all losses resulting from the blocking of pay-per-call information services, pursuant to the authority granted in the Public Utility Commission of Texas' Substantive Rule 23.58.

MISCELLANEOUS SERVICES

XIII. 900/976 CALL RESTRICTION (Continued)

B. Mandatory Call Blocking

1. Access to pay-per-call information services (i.e., 900 and 976) will be automatically blocked for subscribers to pay telephone services, and if applicable, Party Line Service.
2. The Cooperative may elect to block access to pay-per-call information services from a subscriber's line if charges for 1+900 and/or 976 services originating from the customer's line are not paid. The Cooperative will use its normal billing and collection investigation procedures for toll to determine if blocking is necessary.

C. Rates and Charges

A nonrecurring service charge is applicable for all incidents of change to Call Restriction service with the following exceptions:

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

Service Charges

Call Restriction	\$5.00
Per line/trunk equipped	

MISCELLANEOUS SERVICES

XIV. VOICE MAIL LINK SERVICE

A. General Rules and Regulations

1. Voice Mail Link Service consists of the central office interconnection facilities necessary to provide Voice Mail Services from a customer's voice mail equipment location within Guadalupe Valley Telephone Cooperative's service area.
2. The interconnection includes the capability to deliver called number identification, call forwarded number identification, and the call condition (No Answer or Busy Line). Delivery of a calling party's telephone number and all calling number identification to the customer shall be blocked by the Telephone Cooperative.
3. Voice Mail Link Service includes Audible Message Waiting, a feature which provides the customer with the ability to send an alerting signal in the form of an audible stutter dial tone to inform the customer's end user that a message has been recorded but not retrieved.
4. The provision of Voice Mail Link Service is subject to the availability of Telephone Cooperative facilities and the utilization of appropriate customer premises equipment.
5. The operational characteristics of interface signals between Telephone Cooperative-provided interconnection arrangement and customer-provided voice mail equipment must conform to Telephone Cooperative specifications.
6. Customer voice mail equipment must be able to intercept unused numbers transmitted to the switching equipment.
7. The Telephone Cooperative shall not be responsible to the customer or the authorized end user if changes to any facilities, protection criteria, operations, or procedures of the Telephone Cooperative render any customer-provided facilities obsolete, require modification of, or otherwise affect the use or performance of such facilities.

MISCELLANEOUS SERVICES

XIV. VOICE MAIL LINK SERVICE (Continued)

A. General Rules and Regulations (Continued)

8. The Telephone Cooperative shall not be liable and shall be held harmless for any loss or damages arising out of interruptions, defects, failure or malfunction of Voice Mail Link Service until the customer has duly notified the Telephone Cooperative that the system is not functioning properly, and the Telephone Cooperative has had reasonable time thereafter to correct such defect or malfunction.
9. If the Telephone Cooperative finds that the provision of Voice Mail Link Service is adversely affecting or would adversely affect the Telephone Cooperative's ability to provide, complete, or maintain the service or quality level of other services to exchange telephone customers' the Telephone Cooperative may refuse to provide or may disconnect the provision of Voice Mail Link Service.
10. Voice Mail Link Service will not be provided in connection with Pay Telephone Services.
11. Voice Mail Link Service is available for resale. The authority of a customer to resell Voice Mail Link Service shall not be subject to any resale prohibition. Subscription to Voice Mail Link Service cannot be used as a substitute for access services for interexchange telecommunications.

B. Additional Service Requirements

1. In addition to Voice Mail Link Service, a customer may subscribe to Direct Inward Dialing (DID) Service, as described in Paragraph XII of this section. DID Service reserves blocks of 100 telephone numbers, used by the customer to redirect calls for message recording.
2. Appropriate interexchange private line charges, as described in Paragraph II of this section, and interexchange private line charges, as specified in Section 6, Paragraph III of this tariff apply, in addition to Voice Mail Link Service.

MISCELLANEOUS SERVICES

XIV. VOICE MAIL LINK SERVICE (Continued)

C. Rates and Charges

1. Monthly Rate

Voice Mail Link Service \$32.50

2. For applicable installation charges, see Section 2, Service Charges.

XV. DISTANCE LEARNING SERVICES AND INFORMATION SHARING PROGRAMS

A. Definition

Distance learning and information sharing program is instruction, learning, and training that is transmitted from one site to one or more sites by telecommunications (including video, data, voice, and electronic information) services that are used by an educational institution or library predominantly for such instruction, learning, or training.

B. Distance Learning and Information Sharing Program Discounts

Upon submission of an affidavit that complies with the requirements of Public Utility Commission of Texas Substantive Rule §26.141, an eligible educational institution, library or consortia may obtain a 25% discount on the tariff rate for any tariffed service, except customer-specific contracts, that is used predominantly for distance learning purposes.

For any discount received pursuant to Section 5,XXV. Of this local tariff (relating to Educational Percentage Discount Rates (E-Rates)), an eligible school, library or consortia may apply such E-Rate discount prior to any discount received under the Distance Learning program. In such event, any subsequent discount received through the Distance Learning program shall apply to the discounted E-Rate and not the tariffed rate.

MISCELLANEOUS SERVICES

XVI. WARM LINE ALERT SERVICE

A. General

1. Warm Line Alert Service is an optional service which provides that a customer's preselected 7- or 10-digit number will be dialed whenever the subscribing customer's telephone is off-hook for a waiting period of (15) seconds. During the designated waiting period, dial tone is provided to allow the customer to manually dial an outgoing call. Incoming calls are received normally.
2. To subscribe to Warm Line Alert Service, the customer will complete the appropriate Cooperative-provided application form on which the preselected ring-to number is included. All applications must be in writing.
3. The ring-to designated number must be programmed in the serving central office by the Cooperative. The designated number may not be public emergency numbers such as police, fire, ambulance or 911 service where available. If the customer desires to change the designated number, non-recurring service charges are applicable as shown in Section 2, Service Charges.
4. The Cooperative, its officers or employees will not be liable for any claim, damage or loss arising from the provision of Warm Line Alert Service unless it is proven that the act or omission approximately causing the claim, damage or loss constitutes gross negligence, recklessness or intentional misconduct by the Cooperative, its officers or employees.
5. Warm Line Alert Service is available only in those exchanges equipped with facilities to provide this service.

MISCELLANEOUS SERVICES

XVI. WARM LINE ALERT SERVICE (Continued)

B. Rates and Charges

	<u>Monthly Rate (2)(3)</u>	
	<u>Residence</u>	<u>Business</u>
Warm Line Alert Service, Per access line (1)	\$3.00(I)	\$3.00(I)

(1) Pay Telephone Services are excluded from subscribing to Warm Line Alert Service.

(2) If Warm Line Alert Service is installed at the time of the initial installation of the customer's telecommunications service, no service charges apply in addition to those found in Section 2. If, service is added or changed after the initial installation, the Feature Change Charge in Section 2 will apply.

(3) The non-recurring service charges listed above will be waived for the first ninety (90) days after the Warm Line Alert Service is first made available in a customer's serving central office.

MISCELLANEOUS SERVICES

XVII. INTERCEPT REFERRAL SERVICE

A. General

1. Intercept Referral is a service available to customers disconnecting service or changing telephone numbers. Calls to the intercepted telephone number are referred to a recorded announcement message that the called number has been disconnected or changed. If the new number is available, it is given to the caller. The new number may not be available if, for example, it is non-published or the customer left the area without providing a forwarding telephone number.

2. Intercept Referral Service is provided free of charge to all residential and business customers for thirty (30) days where facilities exist and the threat of telephone number exhaustion is not imminent. The customer may elect to extend Intercept Referral Service past thirty (30) days for up to one-hundred eighty (180) days at the rates specified in B. following.

B. Rates and Charges (1)

		Up to	31-90	91-180
		30 days	days	days
Residence Customers	NC	\$12.00	\$30.00	
Business Customers	NC	\$16.00	\$40.00	

(1) Service Order Charges, as specified in Section 2 of this tariff, do not apply.

MISCELLANEOUS SERVICES

XVIII. TOLL CONTROL WITH PIN SERVICE

A. General

1. Toll Control with PIN Service is an optional service that denies the completion of all outgoing calls that are dialed which start with either the number “0” or “1”. These unauthorized toll calls are blocked at the Cooperative’s central office. However, with the Toll Control with Personal Identification Number (PIN) override feature, a caller would enter a personal account code number that allows calls that are dialed starting with a number of “0” or “1” to be processed.

The personal identification number is customer-defined and thus specific to an access line and must be entered on a call-by-call basis.

B. Rates and Charges

	<u>Monthly Rate (1)(2)</u>	
	<u>Residence</u>	<u>Business</u>
Toll Control with PIN Service, Per access line	\$1.75	\$2.25

(1) If Toll Control with PIN Service is installed at the time of the initial installation of the customer’s telecommunications service, no service charges apply in addition to those found in Section 2. If, service is added or changed after the initial installation, the Feature Change Charge in Section 2 will apply.

(2) The non-recurring service charges listed above will be waived for the first ninety (90) days after the Toll Control with PIN Service is first made available in a customer’s serving central office.

MISCELLANEOUS SERVICES

XIX. ENHANCED CALLING SERVICES

A. Application

Enhanced calling services are telephone service arrangements which are offered in addition to basic local exchange service, and provide one or more of the following features.

B. Description of Feature Offerings

1. Auto Redial

Auto Redial permits the customer to have the system redial the last outgoing telephone number dialed from his/her line, regardless of whether the original call was answered, unanswered or encountered a busy tone. If the redialed telephone number is busy, the Cooperative's equipment will monitor the line for a maximum of thirty (30) minutes beginning with the customer's activation of this feature in an attempt to establish the call. Both the calling and the called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified via a distinctive ring that the network is ready to place the call. When the customer picks up the telephone, the call will automatically be placed. The activation of this feature can be cancelled by the customer when desired.

The Auto Redial feature will not operate to monitor and place a call to a telephone number served by a central office that is not equipped for Enhanced Custom Calling functions. Neither will it operate if the calling number is currently call-forwarded nor if the call is made from a line or trunk from a multi-line hunt group that has no associated telephone number, i.e. an extension.

MISCELLANEOUS SERVICES

XIX. ENHANCED CALLING FEATURES (Continued)

B. Descriptions of Feature Offerings (Continued)

2. Call Return

Call Return enables a customer to place a call to the telephone number associated with the most recent call received, whether or not the call was answered or the number is known.

When the customer dials an activation code the central office equipment automatically redials the calling number that is stored in the central office equipment call detail record. If the called line is not busy, the call is placed. If the called line is busy, a queuing process begins. For the next thirty (30) minutes, both the calling and called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified via a distinctive ring that the network is ready to place the call. When the customer picks up the telephone, the call will automatically be placed.

This feature will not function from a line or trunk that does not have an associated telephone number e.g., multi-line hunting groups, extensions. In addition, the callback number must be capable of receiving incoming calls.

This feature will not operate when the calling party's number has been Call-Forwarded. Call Return also cannot operate when a call originates from a central office that is not equipped for Enhanced Custom Calling functions.

MISCELLANEOUS SERVICES

XIX. ENHANCED CALLING FEATURES (Continued)

B. Descriptions of Feature Offerings (Continued)

3. Call Blocker

Call Blocker provides the customer the ability to prevent incoming calls from up to six (6) different telephone numbers. A screening list is created by the customer through an interactive dialing sequence. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement to the effect that the party he/she is attempting to call does not wish to receive calls at this time. If the customer receives an unwanted call from an unknown telephone number, the customer may block future calls from that unknown telephone number by dialing an activation code after completion of the call. Any incoming calls not on the Call Blocker list will be treated normally.

This feature will not work if the incoming call is from a telephone number in a multi-line hunt group, unless the telephone number is the main telephone number for the hunt group.

Standard call completion will occur if a call originates from a central office that is not equipped for Enhanced Custom Calling features.

MISCELLANEOUS SERVICES

XIX. ENHANCED CALLING FEATURES (Continued)

B. Descriptions of Feature Offerings (Continued)

4. Priority Call

Priority Call provides a distinctive ringing pattern to the subscribing customer for calls received from specified telephone numbers. The customer creates a screening list of up to six (6) telephone numbers through an interactive dialing sequence. When a call is received from one of the predetermined telephone numbers, the customer is alerted with a distinctive ringing pattern. Calls from telephone numbers not included on the screening list will produce a normal ring.

For customers who also subscribe to Call Waiting in Section 5, IV. Of this tariff, a distinctive Call Waiting tone is generated when the line is called by one of the telephone numbers on the Priority Call screening list while the line is in use.

A customer's line will not produce a distinctive alert tone if the calling line is not referenced to and originated by the main telephone number or a number that represents all the lines in a collection of lines, such as multi-line hunt groups.

Some customer-premise equipment may not be compatible with Priority Call service.

MISCELLANEOUS SERVICES

XIX. ENHANCED CALLING FEATURES (Continued)

B. Descriptions of Feature Offerings (Continued)

5. Selective Call Forwarding

Selective Call Forwarding allows a customer to create a list of selected calling numbers that are to be call forwarded. If a call is placed from a directory number on the customers Selective Call Forwarding screening list, the call is forwarded to the designated forward-to number, within the exchange or on the long distance telecommunications network. A screening list of up to six (6) numbers is created by the customer through an interactive dialing sequence. All other calls are terminated normally. Customer subscription to the call forwarding feature in Section XX is not required for the Selective Call Forwarding option to work.

The customer is responsible for the payment of any toll charges between the Selective Call Forwarding telephone and the telephone to which the call is being forwarded.

This feature will not work if the calling line is not referenced to and originated by the main telephone number that represents all the lines in a collection of lines such as multi-line hunt groups.

Transmission may vary depending on distance and routing necessary, therefore transmission may not meet normal standards.

This feature cannot be used on a continual basis to expand the local calling scope beyond that available to a customer's premises.

MISCELLANEOUS SERVICES

XIX. ENHANCED CALLING FEATURES (Continued)

B. Descriptions of Feature Offerings (Continued)

6. Selective Call Acceptance

Selective Call Acceptance provides the customer the ability to screen incoming calls against a list of up to six (6) subscriber-specified directory numbers and then accepts calls only from those specified directory numbers.

A screening list is created by through the customer through an interactive dialing sequence. When a call is placed to the customer's number from a number not on the screening list, the caller receives an announcement to the effect that the party he/she is attempting to call is not accepting calls at this time.

The feature will not work if the incoming call is from a telephone number in a multi-line hunt group, unless the telephone number is the main telephone number for the hunt group.

MISCELLANEOUS SERVICES

XIX. ENHANCED CALLING FEATURES (Continued)

B. Descriptions of Feature Offerings (Continued)

7. Call Trace

Call Trace enables the customer to initiate an automatic trace of the last completed incoming call by dialing an activation code. Upon activation by the customer, the equipment makes a record of the incoming call detail, which includes the calling number, and the time the call was received. The conversation is not recorded. A customer using this feature will be required to contact the appropriate local law enforcement agency for further action. The results of a trace will be furnished only to legally constituted authorities upon a proper request from them to Guadalupe Valley Telephone Cooperative, Inc. The customer is not provided the traced number.

Call Trace is billed per successful trace invoked by the customer.

A successful trace cannot be made if the incoming call originates in a central office that does not have common channel signaling arrangements between it and the terminating central office. This feature will not work if the incoming call is from a telephone number in a multi-line hunt group, unless the telephone number is the main telephone number in the hunt group.

If the customer makes or receives another call after hanging up from the annoying call prior to activating the trace, Call Trace will not record the correct number.

MISCELLANEOUS SERVICES

XIX. ENHANCED CALLING FEATURES (Continued)

B. Descriptions of Feature Offerings (Continued)

7. Call Trace (Continued)

At its option or upon receipt of a proper request from a law enforcement agency, the Cooperative will set up a temporary tracing arrangement using Call Trace (or manual trap and trace where Call Trace is not available) at no charge to the customer when in the judgment of the Cooperative or law enforcement agency, the unwanted call(s) present a serious threat of bodily harm or destruction of property and the customer has not subscribed to Call Trace or subscription to Call Trace is not a suitable solution.

8. Call Waiting ID

Displays the name and/or number associated with a call-waiting call when the call arrives at the subscriber's line. This service allows the customer to decide if he wants to answer the new incoming call. Subscribers to this service must also subscribe to Calling Name and/or Calling Number Delivery. Customer premises equipment with display capability is required to receive and display the incoming information. The display of the name and/or number is subject to the same General Rules and Regulations and Feature Interactions as defined in this tariff section under Caller ID Service. Call Waiting ID is available only where central office facilities permit.

MISCELLANEOUS SERVICES

XIX. ENHANCED CALLING FEATURES (Continued)

C. Regulations and Limitations of Service

a. Enhanced Calling Features are available to single party and multi-line residential and business customers. PBX trunk and Pay Telephone Services are excluded from this tariff offering.

b. The following limitations apply:

- (1) Features requiring common channel signaling arrangements to function will only operate on calls originating and terminating within offices equipped with these arrangements or similarly equipped offices of interconnecting Local Exchange Carriers. Therefore, provision of these features is subject to available facilities and limited to central offices specifically equipped to provide such features.
- (2) Feature number screening lists must contain telephone numbers of subscribers served out of offices equipped with common channel signaling arrangements to function.
- (3) When multiple features are activated on the same line, certain features may take precedence over others.

MISCELLANEOUS SERVICES

XIX. ENHANCED CALLING FEATURES (Continued)

D. Rates and Charges

1. Recurring Charges

The following monthly rates are in addition to the rates and charges applicable to the associated service.

	<u>Monthly Rate</u>	
	<u>Residence</u>	<u>Business</u>
a. Auto Redial	\$4.00(I)	\$4.50(I)
b. Call Return	\$4.00(I)	\$4.50(I)
c. Call Blocker	\$4.00(I)	\$4.50(I)
d. Priority Call	\$2.00	\$3.00
e. Selective Call Forwarding	\$2.00	\$3.50(I)
f. Selective Call Acceptance	\$2.00	\$3.00
g. Call Trace - \$8.00 per each successful trace activation		
h. Call Waiting ID	\$4.00(I)	\$5.00(I)
*If taken in conjunction w/ Calling Feature Packages	\$2.25(I)	\$2.50(I)

MISCELLANEOUS SERVICES

XIX. ENHANCED CALLING FEATURES (Continued)

C. Rates and Charges (Continued)

2. Service Charges

a. If Enhanced Calling features are installed at the time of the initial installation of the customer's telecommunications service, no service charges apply in addition to those found in Section 2. If, service is added or changed after the installation, the Feature Change Charge in Section 2 will apply.

b. The non-recurring service charges listed above will be waived for the first ninety (90) days after the Enhanced Calling features are first made available in a customer's serving central office.

MISCELLANEOUS SERVICES**XX. CALLER ID SERVICE****A. Application**

Caller ID Service is a general category of services which assist customers in the management of incoming and outgoing calls.

B. Description of Feature Offerings

1. Calling Number Delivery (CND) – Allows customers to receive the calling party number (CPN) on incoming calls. When a line equipped with Calling Number Delivery is on-hook, CPN is transmitted across the line to the called party's customer-premise equipment (CPE) during the silent interval between the first and second ring. Calling Number Delivery subscribers must provide and connect their own compatible customer-premises equipment (CPE) to process the CPN transmission.
2. Anonymous Call Rejection (ACR) – Allows customers to automatically reject all calls that have been “blocked” and therefore marked anonymous by the calling party. When ACR is active, the called party receives no alerting (ringing) for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.
3. Calling Name Delivery (CNMD) – Allows customers to receive and identify the calling party by a displayed name before the call is answered. When a Calling Name Delivery equipped line is on-hook, the Calling Party Name is transmitted across the line during the silent interval between the first and second ring. Calling Name Delivery subscribers must provide and connect their own compatible customer-premises equipment to display the Calling Party Name transmission.

MISCELLANEOUS SERVICES

XX. CALLER ID SERVICE (Continued)

C. Availability of Blocking

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

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

Per-line blocking will be offered at no charge to a particular customer if the Commission receives written certification from the customer that the customer has a compelling need for per-line blocking. Customers who request per-line blocking also have the ability to unblock their line on a per-call basis by dialing an access code (*82 on their touch tone pad or 1182 from a rotary telephone) immediately prior to placing the call. The *82 (or 1182) access code deactivates per-line blocking and delivers the CPN for that call. Per-line blocking is automatically reactivated when the customer terminates the call.

In cases of emergency, an operator may assist the caller to override conditions imposed on a telephone line by the availability of Caller ID Service.

The blocking of CPN will not be provided on calls originating from Pay Telephone Services.

D. General Rules and Regulations

1. Caller ID will be provided in connection with one-party residence and business lines. Although this service is available on line-side PBX trunk connections, it is not available on trunk-side PBX connections, such as DID. In addition, Pay Telephone Services are excluded from this offering.

MISCELLANEOUS SERVICES

XX. CALLER ID SERVICE (Continued)

D. General Rules and Regulations (Continued)

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

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

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

4. A person may not use Caller ID service to compile and sell specific local call information without the affirmative consent or approval of the originating telephone customer. This restriction does not prohibit the Caller ID subscriber from:
 - (a) verifying network performance or testing the provision of caller identification service;
 - (b) compiling, using, and disclosing aggregate Caller ID information; or

MISCELLANEOUS SERVICES

XX. CALLER ID SERVICE (Continued)

D. General Rules and Regulations (Continued)

4. (Continued)

- (a) verifying network performance or testing the provision of caller identification service;
- (b) compiling, using, and disclosing aggregate Caller ID information; or
- (c) complying with applicable law or legal process.

E. Feature Interactions

- 1. Caller ID information will not be displayed under the following conditions:
 - a. If the called party is off-hook.
 - b. If the called party answers during the first ring interval.
- 2. Caller id is not available with services based on distinctive ringing which have a silent interval length insufficient for CPN or CPNM transmission.
- 3. Identification of specific stations or extensions served by customer premise equipment is not possible. The main directory number associated with the customer premise equipment will be displayed.
- 4. Calling party number and/or calling party name will be transmitted and displayed for calls made from another central office only if it is linked by appropriate facilities.
- 5. When Caller ID service is provided in connection with line-side PBX trunk connections, the Cooperative makes no guarantee that the calling party information will be delivered in a manner such that the customer's equipment will be able to transmit that information to the stations or extensions served by the customer premise equipment. Customers subscribing to Caller ID services in conjunction with line-side PBX connections are responsible for the provision of

MISCELLANEOUS SERVICES**XX. CALLER ID SERVICES (Continued)****E. Feature Interactions (Continued)**

5. (continued) compatible customer premise equipment which will receive, translate, display and/or store the transmitted data. The installation, repair, and technical capability of that equipment to function in conjunction with Caller ID services on line-side PBX connections will be the responsibility of the customer. The Cooperative assumes no liability and will be held harmless for any damage to the customer's equipment due solely to the transmission of the calling party information or for any incompatibility of the customer's equipment to perform satisfactorily with the information transmitted.

F. State and Local Government Undercover Operations Special Service Arrangements

The parameters of the special service arrangement are as follows: State and Local government entities authorized to conduct undercover or surreptitious civil or criminal investigations, where the existence or conduct of an investigation or the identity of the investigator may be disclosed or compromised by Calling Number Delivery Service or Calling Name Delivery Service, may be eligible to receive at no charge, for a period not to exceed (90) calendar days, Key System Trunk local exchange service access lines which allow for multi-line hunting (as offered in this local exchange tariff) and Pushbutton Dialing Service; both services to be used only in connection with a service arrangement that will mask the identity of the calling number and name. In addition, any nonrecurring charges and the FCC Subscriber Line charge associated with these access lines will be waived. All monthly and nonrecurring charges will begin to accrue for each access line on the (91)st calendar in-service day.

The services provided under the special service arrangement will be offered only in exchanges where Caller ID Service, as furnished by the Cooperative, is available.

MISCELLANEOUS SERVICES**XX. CALLER ID SERVICES (Continued)****F. State and Local Government Undercover Operations Special
Service Arrangements (Continued)**

Each State or Local government entity must request and receive sponsorship, on an individual access line basis, from the Texas Attorney General for access or subscription to this special service arrangement. The special service arrangement must be requested by the Texas Attorney General on behalf of any State or Local government entity which, in the judgment of the Texas Attorney General, is authorized to conduct undercover or surreptitious civil or criminal investigations.

For the purpose of requesting the special service arrangement, the State Attorney General will designate a Representative that will act as liaison between all State and Local government agencies and the Cooperative. The Cooperative will also designate a representative to coordinate with the State Attorney General representative. In addition, the Cooperative will establish internal procedures to administer requests for the special service arrangement.

The total number of in-service local exchange access lines and Pushbutton Dialing Services provided under the special arrangement for use by all State and/or Local government entities in the conduct of undercover or surreptitious civil or criminal investigations cannot exceed ten (10) at any given time.

The Texas Attorney General will be responsible for ensuring that the services provided at no charge under the special service arrangement are to be used only by authorized representative(s) of State and/or Local government entities and only in the conduct of undercover or surreptitious civil or criminal investigations.

MISCELLANEOUS SERVICES

XX. CALLER ID SERVICE (Continued)

G. Rates and Charges

A. Recurring Charges:

The rates and charges shown below apply in addition to the established rates and charges for the services with which these features are associated. Rates do not include a charge for an instrument or other customer-premises equipment.

	<u>Monthly Rate</u>	
	<u>Residence</u>	<u>Business</u>
Calling Number Delivery(CND)	\$7.00(I)	\$8.00(I)
Calling Name Delivery(CNMD)(1)	\$7.00(I)	\$8.00(I)
Calling Name & Number Delivery (1)	\$8.50(I)	\$10.00(I)
Anonymous Call Rejection (ACR)		
Ordered with CND, CNMD or Both	\$0.50	\$0.50
Ordered without CND, CNMD Or Both	\$1.00	\$1.00

B. Service Charges:

1. If Caller ID Services are installed at the time of the initial installation of the customer’s telecommunications service, no service charges apply in addition to those found in Section 2. If, service is added or changed after the initial installation, the Feature Change Charge in Section 2 will apply.

(1) The Cooperative will waive the non-recurring service order charges associated with requests by existing residential and business customers to add Calling Name Delivery (CNMD) Service for a (60) day period after the effective date of this tariff.

MISCELLANEOUS SERVICES

XXI. LOCAL DIRECTORY ASSISTANCE

A. General

In addition to providing telephone directories to all of the Cooperative's local exchange service customers, the Cooperative furnishes local directory assistance service whereby the Cooperative's customers may obtain assistance in determining telephone numbers, which are publicly available but may or may not be listed in the directory.

The rates and allowances set forth below apply to customer requests for directory assistance service in determining or attempting to determine the telephone number of any party located in, or thought to be located in, the local or IntraLATA calling area.

B. Application of Charges

For charging purposes, a call to local directory assistance will be applicable to all customers except hospitals and residence customers who are unable to use a telephone directory because of a visual or physical handicap which can be confirmed by a physician, appropriate group or agency having authority to certify such handicaps.

Chargeable Calls:

There will be a charge for all customer calls to local directory assistance, except as specified hereafter.

MISCELLANEOUS SERVICES

XXI. LOCAL DIRECTORY ASSISTANCE (Continued)

B. Application of Charges (Continued)

A call to local directory assistance is defined as a call:

Resulting in obtaining a maximum of two (2) telephone numbers.

C. Rates

A charge of \$ 1.55 will apply for each local directory assistance call including calls connected to local directory assistance by the "0" operator.

I

There will be no charge for calls to local directory assistance when no telephone number is obtained because there was no such listing or there was a nonpublished listing.

MISCELLANEOUS SERVICES

XXII. DISTINCTIVE RINGING

A. General

1. Distinctive Ringing Service allows for a second directory number to be added to an existing local exchange access line. A distinctive ringing pattern is provided for each directory number so that the subscriber can identify the number that has been dialed.
2. Distinctive Ringing Service is available for use with individual residence and business service. The service will not be provided in connection with Pay Telephone Services. In addition, provision of this service is dependent upon the customer's equipment having the capability to provide distinctive ringing.
3. Distinctive Ringing Service will be billed to the primary local exchange access line number. The primary customer will be responsible for all applicable toll charges. Standard collection and non-payment practices for the primary line apply for Distinctive Ringing Service.
4. When a Distinctive Ringing customer subscribes to Call Waiting, incoming calls to the primary number will activate the standard Call Waiting tone. Incoming calls to the dependent number will activate a distinctive Call Waiting tone.
5. When a Distinctive Ringing customer subscribes to Call Forwarding, the dependent number can either be forwarded to the same number as the primary number or receive no forwarding treatment at all. If a customer subsequently requests to change the forwarding treatment of the dependent number, the Feature Change Charge in Section 2 will apply.

MISCELLANEOUS SERVICES

XXII. DISTINCTIVE RINGING (Continued)

A. General (Continued)

- 6. Each line equipped for Distinctive Ringing Service will receive a primary directory listing associated with the primary and the secondary number, at no charge. Applicable rates apply for Nonpublished service or other directory listings.

- 7. If Distinctive Ringing Service is ordered in connection with a primary local exchange access line that subscribes to any Extended Area Service (EAS) or Extended Metro Service (EMS) plan, the Distinctive Ringing number will also allow extended area calling in accordance with the provisions of that plan.

B. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for each access line with which this feature is associated:

1. Recurring Charges:

	<u>Per Line</u>	
	<u>Monthly Rate</u>	
	<u>Residence</u>	<u>Business</u>
Distinctive Ringing	\$3.50	\$5.00(I)

2. Service Charges

- a. If Distinctive Ringing Service is installed at the time of the initial service installation, no additional service charges apply.

MISCELLANEOUS SERVICES

XXII. DISTINCTIVE RINGING (Continued)

B. Rates and Charges (Continued)

2. Service Charges (Continued)

- b. If Distinctive Ringing Service is added or changed after the initial service installation, a Feature Change Charge as shown on Section 2 of this tariff will apply.
- c. The Cooperative will waive installation charges associated with requests to add Distinctive Ringing Service for a (60) day period after the service is first made available beginning with the effective date of this tariff.

MISCELLANEOUS SERVICES

XXIII. DO NOT DISTURB

A. General

- 1. Do Not Disturb provides the customer with the ability to prevent incoming calls from ringing at their station by diverting them to a recorded announcement without affecting the outgoing features of the line. The feature is activated by dialing an access code and is deactivated in a similar manner.
- 2. Upon successful entry of a valid Personal Identification Number (PIN) by the caller, the call will be completed to the Do Not Disturb subscriber's line.
- 3. The customer accepts full responsibility for the use of this service, and holds the Cooperative free and harmless from any and all liabilities and /or damages which may be alleged or incurred for any reason as a result of using this feature.

B. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for each access line with which this feature is associated:

- 1. Recurring Charges

	<u>Per Line</u>
	<u>Monthly Rate</u>
Do Not Disturb	\$2.50
- 2. Service Charges
 - a. If Do Not Disturb is installed at the time of the initial service installation, no additional service charges apply.

MISCELLANEOUS SERVICES

XXIII. DO NOT DISTURB (Continued)

B. Rates and Charges (Continued)

2. Service Charges (Continued)

- b. If Do Not Disturb is added or changed after the initial service installation, a Feature Change Charge as shown in Section 2 of this tariff will apply.
- c. The Cooperative will waive installation charges associated with requests to add Do Not Disturb for a (60) day period after the service is first made available beginning with the effective date of this tariff.

MISCELLANEOUS SERVICES

XXIV. CALL TRANSFER

A. General

1. This feature allows a customer to transfer a call to another directory number. All calls whether originating or terminating can be transferred.
2. The operation of this feature is similar to Three-Way Calling except that a disconnect by the transferring station does not cause the other parties to be disconnected. Once transferred, the telephone number where the call was first received is then open for new incoming or outgoing calls.
3. The Call Transfer customer will be responsible for all applicable toll charges. The customer accepts full responsibility for the use of this service, and holds the Cooperative free and harmless from any and all liabilities and/or damages which may be alleged or incurred for any reason as a result of using this feature.

B. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for each access line with which this feature is associated:

1. Recurring Charges

	<u>Per Line</u>	
	<u>Monthly Rate</u>	
	<u>Residence</u>	<u>Business</u>
Call Transfer	\$1.25	\$3.00(I)

2. Service Charges

- a. If Call Transfer is installed at the time of the initial service installation, no additional service charges apply.
- b. If Call Transfer is added or changed after the initial service installation, a Feature Change Charge as shown in Section 2 of this tariff will apply.

MISCELLANEOUS SERVICES

XXIV. CALL TRANSFER (Continued)

B. Rates and Charges (Continued)

2. Service Charges (Continued)

- c. The Cooperative will waive installation charges associated with requests to add Call Transfer for a (60) day period after the service is first made available beginning with the effective date of this tariff.

MISCELLANEOUS SERVICES

XXV. EDUCATIONAL PERCENTAGE DISCOUNT RATES (E-RATES)

A. Application

The purpose of this section is to establish educational percentage discount rates (E-Rates) in compliance with Public Utility Commission of Texas Substantive Rule §23.107 for intrastate telecommunications services that may be ordered out of this local exchange tariff or any other tariff that GVTC concurs, or otherwise participates in, including the Southwestern Bell Telephone Company (SWBT) Long Distance Message Telecommunications Service Tariff, the SWBT Wide Area Telecommunications Service Tariff, the SWBT Private Line Service Tariff and the TSTCI Intrastate Access Service Tariff.

B. Eligibility

Schools, libraries and consortia eligible for E-rates pursuant to 47 Code of Federal Regulations part 54, subpart F shall comply with the provisions of 47 Code of Federal Regulations part 54, subpart F in order to receive the intrastate E-rates. All schools, libraries and consortia must make application and meet all FCC qualifications to receive federal discounts before requesting the intrastate E-rates from GVTC.

C. Discount Matrix

The following matrix shall be used to set a discount rate to be applied to eligible intrastate services purchased by eligible schools, libraries or consortia based on the institution’s level of poverty and location in an “urban” or “rural” area.

SCHOOLS AND LIBRARIES

DISCOUNT MATRIX

DISCOUNT LEVEL (%)

% of students eligible for national school lunch program	Urban	Rural
	discount	discount
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

MISCELLANEOUS SERVICES

XXVI. TOLL RESTRICTION

A. General

- 1. Toll Restriction provides an arrangement whereby access to the long distance telecommunications network is denied to the local exchange service user. This service restricts all originating calls starting with the digits "1+" or "0" while still permitting the user to dial local service area calls.
- 2. All local calls to telephone numbers such as repair service, public emergency numbers (i.e. 911) and local directory assistance will be permitted from the access line.
- 3. Acceptance of incoming long distance messages is not restricted by Toll Restriction service. The customer accepts all responsibility for the denial of access to the long distance telecommunications network or the acceptance of any incoming "collect" long distance messages and charges associated therewith and holds the Company free and harmless from any and all liabilities and/or damages which may be alleged or incurred by such denial or acceptance.

B. Rates and Charges

	<u>Per Month</u>
	<u>Per Line</u>
1. Toll Restriction	NO CHARGE
2. Service Charges	
a. If toll restriction service is installed at the time of the initial service installation, no additional service charges apply. If toll restriction service is added or changed after the initial service is installed, the Feature Change Charge in Section 2 of this tariff will apply.	
b. Toll Restriction service will be provided to Lifeline subscribers at no monthly charge and will not be charged the Feature Change Charge in Section 2 of this tariff to add the service after initial installation.	

MISCELLANEOUS SERVICES

XXVII. TOLL RESTRICTION WITH TOLL-FREE NUMBER ACCESS

A. General

1. Toll Restriction with Toll-Free Number Access provides for the denial of all outgoing calls to the long distance telecommunications network from a subscribers line that are dialed which start with the number “1” or “0” except for calls to toll free numbers such as “1-800”, “1-888” or “1-877” numbers. This feature still permits the user to dial local service area calls.
2. All local calls to telephone numbers such as repair service, public emergency numbers (i.e. 911) and local directory assistance will be permitted from the access line.
3. Acceptance of incoming long distance message is not restricted by Toll Restriction with Toll-Free Number Access. The customer accepts full responsibility for the denial of access to the long distance telecommunications network or the acceptance of any incoming “collect” long distance messages and charges associated therewith and holds the Cooperative free and harmless from any and all liabilities and/or damages which may be alleged or incurred by such denial or acceptance.
4. The customer accepts full responsibility for any and all charges which may be generated by the completion of an “1-800”, “1-888” or “1-877” call.

B. Rates and Charges

		<u>Monthly Rate</u>	
		<u>Residence</u>	<u>Business</u>
1.	Toll Restriction with Toll Free Number Access	\$1.75	\$2.25
2.	Service Charges		
	a.		
	If Toll Restriction with Toll-Free Number Access is installed at the time of the initial service installation, no additional service charges apply. If Toll Restriction with Toll-Free Number Access is added or changed after the initial service is installed, the Feature Change Charge in Section 2 will apply.		
	b.		
	The non-recurring Service Charges listed above will be waived during the first sixty (60) days after the Toll Restriction with Toll-Free Number Access is made available in a customer’s serving central office.		

MISCELLANEOUS SERVICES

XXVII. CALLING FEATURE PACKAGES

A. General

1. These packages enable residence and business customers as noted to subscribe to a pre-determined package of services for less than the amount paid if the services were purchased individually.
2. Any of these services can still be purchased on an individual basis under the terms and conditions specified in the appropriate tariff sections.
3. These packages are subject to the availability and limitations specified in the tariffs for the individual services.
4. These packages are not available in connection with pay telephone service or trunk side PBX service.

B. Rates and Charges

1. Recurring Charges:

Monthly Recurring Charge

Residence Packages

Package A: \$8.95

Calling Name & Number, Call Waiting, Cancel Call Waiting, Three Way Calling and Distinctive Ringing.

Package B: \$12.00

Calling Name & Number, Call Waiting, Cancel Call Waiting, Anonymous Call Rejection, Auto Redial, Call Return, Priority Call and Call Forwarding Busy/No Answer.

Package C: \$15.05

Calling Name & Number, Call Waiting, Cancel Call Waiting, Anonymous Call Rejection, Call Return, Priority Call, Selective Call Acceptance, Call Blocker, Call Forwarding, Remote Access to Call Forwarding and Call Forward Busy/No Answer.

MISCELLANEOUS SERVICES

XXVII. CALLING FEATURE PACKAGES (Continued)

1. Recurring Charges (Continued)

Monthly Recurring Charge

Business Packages

Package B1: \$15.00

Calling Name & Number, Call Waiting, Cancel Call Waiting, Anonymous Call Rejection, Auto Redial, Call Return, Priority Call and Call Forwarding Busy/No Answer

Package C1: \$18.05

Calling Name & Number, Call Waiting, Cancel Call Waiting, Anonymous Call Rejection, Call Return, Priority Call, Selective Call Acceptance, Call Blocker, Call Forwarding, Remote Access to Call Forwarding and Call Forward Busy/No Answer.

2. Service Charges

- a. If the Calling Features Packages are installed at the time of the installation of the customer's telecommunications service, no service charges apply in addition to those found in Section 2. If the service is added or changed after the initial installation, the Feature Change Charge in Section 2 will apply.
- b. The Cooperative will provide a promotional offering on the Calling Features Packages from June 1, 2002 to July 31, 2002. The promotion reduces the monthly tariffed rate of the packages by 25% for all new orders.

MISCELLANEOUS SERVICES

XXIX.LOCAL CHOICE PACKAGE

A. General

1. This offering is a combination of services available as a package to residential customers only.
2. Any of these services can still be purchased on an individual basis under the terms and conditions specified in the appropriate tariff sections.
3. This package is not available with Pay Telephone service or trunk side PBX service.
4. This offering includes the following services:

- Local exchange access line
- Touchtone dialing
- Caller ID
- Call Waiting
- Cancel Call Waiting
- Call Waiting ID
- Call Forward Busy/No Answer
- Call Return
- Auto Redial
- Three-Way Calling

5. As of December 1, 2012, this service will be grandfathered and no longer offered to customers. All customers currently subscribed to the Local Choice Package will remain until such time as they request discontinuance of service.
- 6.

B. Rates and Charges

Monthly Rate

\$18.80

1. If the Local Choice Package is installed at the time of the installation of the customer's telecommunications service, no service charges apply in addition to those found in Section 2. If service is added or changed after the initial installation, the Feature Change Charge in Section 2 will apply.

MISCELLANEOUS SERVICES

XXX. LOCAL METRO CHOICE PACKAGE

A. General

1. This offering is a combination of services available as a package to residential customers only.
2. Any of these services can still be purchased on an individual basis under the terms and conditions specified in the appropriate tariff sections.
3. This package is not available with Pay Telephone service or trunk side PBX service.
4. This offering includes the following services:

Extended Metropolitan Service exchange access line

Touchtone dialing

Caller ID

Call Waiting

Cancel Call Waiting

Call Waiting ID

Call Forward Busy/No Answer

Call Return

Auto Redial

Three-Way Calling

B. Rates and Charges

Monthly Rate

\$28.80

1. If the Local Metro Choice Package is installed at the time of the installation of the customer's telecommunications service, no service charges apply in addition to those found in Section 2. If service is added or changed after the initial installation, the Feature Change Charge in Section 2 will apply.
2. Available only in those exchanges where Extended Metro Service is available as shown in Section 1 of the Local Exchange Tariff.

MISCELLANEOUS SERVICES

XXXI. LOCAL EAS CHOICE PACKAGE

N

A. General

- 1. This offering is a combination of services available as a package to residential customers only who qualify for New Braunfels EAS service.
- 2. Any of these services can still be purchased on an individual basis under the terms and conditions specified in the appropriate tariff sections.
- 3. This package is not available with Pay Telephone service or trunk side PBX service.
- 4. This offering includes the following services:

New Braunfels EAS exchange access line

Touchtone dialing

Caller ID

Call Waiting

Cancel Call Waiting

Call Waiting ID

Call Forward Busy/No Answer

Call Return

Auto Redial

Three-Way Calling

B. Rates and Charges

Monthly Rate

\$28.80

- 1. If the Local EAS Choice Package is installed at the time of the installation of the customer's telecommunications service, no service charges apply in addition to those found in Section 2. If service is added or changed after the initial installation, the Feature Change Charge in Section 2 will apply.
- 2. Available only in those exchanges where New Braunfels EAS Service is available as shown in Section 1 of the Local Exchange Tariff.

MISCELLANEOUS SERVICES

XXIX.DIRECTORY ASSISTANCE CALL COMPLETION

A. Description of Service

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

2. The three types of DACC are as follows:

- Fully-Automated DACC:

The customer receives the requested directory number from an automated voice system. The customer accepts DACC by depressing "1" from a touch-tone telephone when prompted by the DACC announcement.

- Semi-Automated DACC:

The customer receives the requested directory number and then requests the operator to provide call completion to the requested number.

- Person-to-Person DACC:

The customer receives the requested directory number and then requests the operator to complete the call to a specified person.

B. General

1. The DACC portion of the call may either be billed in the same manner as a local operator handled call, or alternatively billed by using a calling card, billing it as a collect call, or billing to a third number.

2. Customers may obtain, at no charge, screening which allows DACC on an alternatively billed basis only from the customers phone.

MISCELLANEOUS SERVICES

XXIX. DIRECTORY ASSISTANCE CALL COMPLETION (Continued)

B. General (Continued)

- 3. Where facilities permit, DACC will be offered to all classes of service except Pay Telephone Access Service.
- 4. There are no allowances for DACC, however the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 5 of this Local Exchange Tariff.

C. Rates and Charges

The rates set forth below for DACC are in addition to any other applicable local exchange rates, or IntraLATA Long Distance Message Telecommunications service usage rates as shown in the John Staurulakis, Inc. Issuing Carrier Long Distance Message Telecommunications Service Tariff, which is discussed in Section 6 of this Local Exchange Tariff.

1. Directory Assistance Call Completion	<u>Rate</u>
	(1)
Fully-Automated DACC	
-Sent-Paid NonCoin (billed to originating phone number)	\$0.30
-Billed to Calling Card	\$0.30
-Collect, or Bill to Third Number	\$1.00
Semi-Automated DACC	
-Sent-Paid or Calling Card	\$0.60
-Collect or Bill to Third Number	\$1.20
Person-to-Person DACC	\$2.60

(1) Per Occurrence

MISCELLANEOUS SERVICES

XXX. NATIONWIDE LISTING SERVICE

A. Description of Service

Nationwide Listing Service is a service whereby customers may request assistance in determining listing information on a nationwide basis. Requests for local listings are billed under the Local Directory Assistance charges as described in Section 5 of the Local Exchange Tariff.

B. General

The regulations and rates set forth below apply to all calls from customers who request assistance in determine telephone number information of subscribers who are located outside their LATA.

1. The customer will be charged for each call; customers may request up to two (2) listings per call. The Nationwide Listing rate applies per call whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.
2. There are no billing exemptions or allowances for Nationwide Listing Service requests.
3. Nationwide Listing Service will not be available from Hotel/Motel and Pay Telephone Access Service.
4. Nationwide Listing requests may be billed alternatively by using a calling card or billing to a third number.

C. Rates

	<u>Charge per Call</u>	
Sent-Paid Requests	\$1.99	I
Alternately Billed Requests	\$1.99	

MISCELLANEOUS SERVICES**XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)****A. ISDN – Basic Rate Interface (BRI)**

1. General

Integrated Services Digital Network (ISDN) –Basic Rate Interface (BRI) is a service which offers two 64 kilobits per second (kbps) switched B-channels and one 16 kbps D-channel. The channels are communications paths over which switched services flow, thus providing end user access to a wide variety of circuit switched services (i.e., data, image, video and voice). Calls over a B channel configured for circuit switching may be either voice or data. The D channel carries out of band signaling for the B channel(s). ISDN-BRI provides access to and from the Public Switched Telephone Network (PSTN).

2. Service Availability

- a. GVTC will provide ISDN-BRI within a local Serving area where facilities and equipment are available.
- b. Availability of selected optional features may be dependent upon the ISDN-BRI serving central office switch type.

3. Technical Specifications

- a. Technical equipment guidelines for ISDN customer access to ISDN-BRI serving offices are found in SR-NWT-001953. These documents may be obtained from:

Bellcore-Document Register
445 South Street, Room 2 J-125
Morristown, NJ

- b. ISDN-BRI is designed to all relevant International Telecommunications Union-Telephony (ITU-T) standards.
- c. The transmission characteristics of ISDN-BRI service support 64 kbps Clear Channel Capability per equipped B channel.

MISCELLANEOUS SERVICES

XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

A. ISDN – Basic Rate Interface (BRI) (cont.)

3. Technical Specifications (continued)

- d. Due to technical limitations, some analog optional features (such as, but not limited to, Call Waiting) may not work properly when a customer chooses to combine an analog local exchange access service with a ISDN-BRI service arrangement.

4. Service Components: Descriptions & Definitions

Basic Rate Interface (BRI) – The interface between the end user’s location and the ISDN-BRI capable central office switch. It provides two 64 kbps B-channels and one 16 kbps D-channel to be sent over a single circuit or local loop. This rate element includes the hardware, software, and a 144 kbps facility required to provide ISDN-BRI service.

B-Channel (Bearer Channel) – A communications path capable of transmitting information at a speed of 64 kbps. The B-channel may be used by a customer for communications (e.g., voice, data, facsimile, etc.) between customer specified locations.

D-Channel (Delta Channel) – Communications path set up to transmit data in packet form at speeds up to 16 kbps. This communications path is designated to send and receive out-of-band signaling/supervisory messages.

ISDN-BRI Service Area – A geographic area consisting of a GVTC exchange with one or more GVTC ISDN-BRI equipped central offices. The ISDN-BRI Service Area does not include any exchanges or parts of exchanges with optional expanded calling services (e.g., EMS and EAS0 into the exchange where the ISDN-BRI equipped central office(s) are located.

Link Extension Equipment – Provides the additional central office hardware required to provide ISDN-BRI service to a customer located outside an ISDN-BRI Service Area or to provide FX ISDN-BRI service arrangements.

MISCELLANEOUS SERVICES**XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)****A. ISDN – Basic Rate Interface (BRI) (cont.)**

4. Service Components: Description & Definitions (cont.)

Link Extension Facility – Provides the additional facility required to provide ISDN-BRI Service to a customer located outside the ISDN-BRI Service Area.

5. Rules and Regulations

The following rules and regulations apply in addition to those in other sections of GVTC's Local Exchange Tariff. Where other regulations apply on a per-line basis, they shall be interpreted to apply on a per-channel basis.

- a. ISDN-BRI requires compatible registered CPE under FCC Part 68. Purchase and maintenance of this equipment is the responsibility of the customer.
- b. ISDN-BRI Service shall not be shared or jointly used. Resale of the service is prohibited.
- c. Other services (such as, but not limited to, Additional Directly Listings, Extended Area Calling Service, etc.) compatible with ISDN-BRI Service will be furnished at the rates and regulations of their respective tariff. Customers may combine analog local exchange access service at residential or business rates with an ISDN-BRI Service arrangement.
- d. Upon subscribing to ISDN-BRI Service, the customer will be required to change his/her existing telephone number(s) if GVTC determines that it is not reasonably feasible for technical or number administration reasons to continue to provide the customer's existing telephone number(s).
- e. The central office from which a customer's ISDN-BRI Service is physically provided shall be designated the customer's ISDN-BRI serving office. GVTC will determine a customer's ISDN-BRI service office as follows:
 1. If the customer's normal serving office is ISDN-BRI equipped, the customer will be provided ISDN-BRI from their normal serving office.

MISCELLANEOUS SERVICES**XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)****A. ISDN – Basic Rate Interface (BRI) (cont.)**

5. Rules and Regulations (cont.)

e. (continued)

2. If the customer's normal serving office is not located within an ISDN-BRI Service Area, the customer may be provided ISDN-BRI service from a GVTC designated ISDN-BRI equipped central office in a ISDN-BRI Service Area within the customer's LATA. In such cases, the charges for the Link Extension Equipment and Link Extension Facility specified in Paragraph 11.e. following, will apply in addition to the other charges for ISDN-BRI service.

f. The following regulations apply to Caller ID:

1. Caller ID subscribers must provide and connect their own compatible customer premises equipment to process the calling party number information.
2. Any GVTC calling party may prevent the delivery of their number to the called party by dialing an access code (*67 on their keypad) immediately prior to placing a call. The access code activates per call blocking. Per call blocking is available at no charge.
3. If a calling party activates blocking, the Caller ID will not be delivered across the line. Instead, Caller ID subscribers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID subscriber that the calling party chose to block the name/number delivery.
4. Per-line blocking will be offered at no charge to a particular customer if the customer requests the blocking from GVTC. The blocking of Caller ID will not be provided on calls originating from pay telephone services.

MISCELLANEOUS SERVICES

XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

A. ISDN – Basic Rate Interface (BRI) (cont.)

5. Rules and Regulations (cont.)

f. (continued)

5. Caller ID is offered on a subscription basis, which requires the customer to order the service. Where Caller ID service is available, any calling party, whether they subscriber to Caller ID or not, has per call blocking capability, unless the customer is calling from a pay telephone service.

6. GVTC shall not be liable for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a telephone number which the calling party has requested to be omitted from the telephone directory or the disclosure of such a number or name to any person.

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

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

9. The customer shall use Caller ID solely for the purpose of call processing, billing and account management purposes and shall not publicize or disclose any information associated with the calling party without written permission from the party to whom the telephone number and name has been assigned. By way of illustration, and not limitation, the customer shall not use any Caller ID information for telemarketing or list-generation efforts without written permission. This restriction does not prohibit the Caller ID subscriber from:

MISCELLANEOUS SERVICES

XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

A. ISDN – Basic Rate Interface (BRI) (cont.)

5. Rules and Regulations (cont.)

f. (continued)

9. (continued)

a) verifying network performance or testing the provision of the Caller ID service;

b) compiling, using and disclosing aggregate Caller ID information;

c) complying with applicable law or legal process.

10. Identification of specific stations or extensions served by CPE may not be possible. The main directory number and name of the calling party may be displayed.

g. Features with Call Forwarding capabilities cannot be used on a continual basis to expand the local calling scope beyond that available to a customer's premises.

h. ISDN-BRI service is offered as an addition to, not as a replacement for, local exchange telephone service. Its proper functioning is dependent upon customer provided equipment powered by commercial electricity. Customers who use ISDN-BRI service as a replacement for regular local exchange telephone service may not be able to reach local emergency services in the event of a power failure. In such case, GVTC assumes no liability for the customer's inability to reach emergency service, and the customer agrees to hold GVTC harmless in such an event.

i. For directory listing purposes, GVTC will furnish one alphabetical directory listing of the primary directory number at no charge. Additional listings will be furnished at standard charges shown in Section 5 of this tariff.

MISCELLANEOUS SERVICES

XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

A. ISDN – Basic Rate Interface (BRI) (cont.)

5. Rules and Regulations (cont.)

- j. Presubscription to a InterLATA/IntraLATA carrier of preference applies to ISDN-BRI just as it applies to analog (POTS) telephone service. Access to other service providers is available via a 101XXXX access code. Each B-channel within a customer’s business system may have a different carrier of preference.

6. Service Terms

- a. All AIDN-BRI service components have a minimum service term of one month.

- b. Customers may choose either a month-to-month or (12) month service term. The (12) month service term offers the customer a lower Installation Charge if the customer commits to retain the service for the term period. See Paragraph 11.e. for the Installation Charges associated with each service term.

- c. Disconnects Prior to the Expiration of the Service

Term:

If a customer chooses a (12) month service term for the Basic Rate Interface and then disconnects prior to the completion of the service term, a termination charge for the Basic Rate Interface and associated Link Extension Equipment (if required) will be due. This termination charge is equal to the difference between the normal full installation charge for the BRI and associated Link Extension Equipment (if required) in effect at the time the service was installed and the actual amount charged for the installation.

Customers who terminate service before the expiration of the (12) month service term will not be billed for the remaining monthly recurring charges.

MISCELLANEOUS SERVICES

XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

A. ISDN – Basic Rate Interface (BRI) (cont.)

7. Moves

- a. Customer moves between ISDN-BRI serving offices will constitute a disconnection of service at the old location and the establishment of new service at the new location.
- b. Customer moves within the same ISDN-BRI serving office will not require the customer to pay installation charges at the new location for any existing service component listed in Paragraph 11.e. Service Charges in Section 2 of this tariff will apply.

8. Suspension of Service

- a. Suspension of service that is initiated by GVTC; Local Exchange Tariff, Section 7. When service is suspended by GVTC, the restoration charge applies per B-channel configured.
- b. Seasonal and Vacation Disconnect Service (Section 5 of the Local Exchange Tariff) is not available in connection with ISDN-BRI service.

9. Distance Learning

Upon submission of an affidavit that complies with the requirements of Public Utility Commission of TX Substantive Rule §26.141, 16 T.A.C. 26.141, an educational institution (as defined in Texas Education Code, Sections 11.32, 11.33 and 61.003) may obtain a 25% discount on the tariff rate for any tarified service, except customer-specific contracts, that is used predominantly for distance learning purposes. Services qualifying under the provisions of Substantive Rule §26.141 will receive the 25% discount on each tarified rate.

MISCELLANEOUS SERVICES

XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

A. ISDN – Basic Rate Interface (BRI) (cont.)

10. Educational Percentage Discount Rate (E-Rate)

The percentage discount rates available pursuant to 47 Code of Federal Regulations Part 54, subpart F to eligible schools, libraries, and consortia as defined by 47 Code of Federal Regulations Part 54, subpart F shall apply to the tariffed rates contained herein. Schools, libraries, and consortia eligible for E-Rates pursuant to 47 Code of Federal Regulations part 54, subpart F shall comply with the provisions of 47 Code of Federal Regulations part 54, subpart F in order to receive the intrastate E-Rates.

11. Rate Application

- a. ISDN-BRI service will be furnished at the rates contained in this tariff section, provided facilities are available.
- b. FCC End User Common Line charges and ISDN Line Port charges shall apply as set forth in the National Exchange Carrier Association's Access Services Tariff.
- c. 9-1-1 Surcharge – Surcharge fees for 9-1-1 service are charged monthly for each B-channel.
- d. Expanded Local Calling Service (ELCS) – ELCS charges apply monthly per B-channel.

MISCELLANEOUS SERVICES

XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

A. ISDN – Basic Rate Interface (BRI) (cont.)

11. Rate Application (continued)

e. Rate Schedule

	Monthly <u>Rate</u>	Installation <u>Rate (3)</u>
Facility & Equipment		
Rate Elements		
Basic Rate Interface (2)(4)		
Month-to-Month	\$31.00	\$196.00
12 mo term contract	31.00	118.00
B-Channels (1)(2)(4)	\$15.00	0.00
Link Extension Equipment		
Per BRI Service (4)		
Month-to-Month	\$63.30	\$135.00
12 mo term contract	63.30	81.00
Link Extension Facility		
Per BRI Service (4)	\$23.10	0.00

(1) Each B-channel with a unique telephone number.

(2) The Basic rate Interface and B-Channels are only available in combination with one another.

(3) For the first (60) days after the effective date of this tariff, all installation charges for Basic rate Interface service components will be offered at the (12) mo term contract rate.

MISCELLANEOUS SERVICES**XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)****B. ISDN – Primary Rate Interface (PRI)**

1. General

- a. ISDN-PRI is a DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The service will provide connectivity between an ISDN PBX or other ISDN compatible CPE and a serving central office. The basic channel structure for ISDN-PRI is twenty-three 64 kbps (B) channels and one 64 kbps (D) channel. These B-channels may be used to connect the customer's CPE to the Public Switched Network. ISDN-PRI service does not include the provision of ISDN terminals or special power arrangements at the customer's premise.
- b. ISDN-PRI service is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe format are inherent to the service.
- c. Unless specified following, the regulations for ISDN-PRI service specified herein apply in addition to the regulations found in other sections of this Tariff. Regulations that apply on a per line basis in other tariffs, will apply on a per channel basis in this tariff.
- d. Customer requests for ancillary services (such as Additional Directory Listings) compatible with ISDN-PRI service will be furnished under the business rates and regulations found in other sections of this Tariff. Since the ISDN-PRI Interface provides ISDN signaling, Touch Tone service and charges are not applicable. Since the function of a DID trunk termination is included in the ISDN-PRI Interface, DID trunk termination charges are not applicable.

2. Technical Specifications

- a. The transmission characteristics of ISDN-PRI support 64 kbps Clear Channel Capability and Extended Superframe Format (ESF) with B8ZS (bipolar with 8-zero substitution coding.)

MISCELLANEOUS SERVICES**XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)****B. ISDN – Primary Rate Interface (PRI) (cont.)**

2. Technical Specifications (continued)

- c. Transmission and network interface requirements are specified in the following Bellcore documents: TR-TSY-000754, Issue 1, March 1990-ISDN Primary Rate Access Transport System Requirements; TR-TSY-000776, Network Interface Description for ISDN Customer Access; TR-NWT-001268, ISDN Primary Rate Interface Call Control Switching and Signaling Generic Requirements for Class II Equipment; TR-NWT-001187 ISDN Calling Number Identification Services for Primary Rate Interfaces; GR-NWT-002865 2-B Channel Transfer; and TR-NWT-001270 Generic Requirements for Call-by-Call Service Selection for Private Facilities, OUTWATS, and INWATS. These documents may be obtained from:

Bellcore Document Register
445 South Street, Room 2J-125
Morristown, NJ
Telephone: 1-800-521-2673

And the following American National Standards Institute document, T1E1.2/88-079R3-ISDN Primary Rate Customer Installation Interface. This document may be obtained from:

American National Standards Institute
Attn: Customer Services
11 West 42nd Street
New York, NY 10036
Telephone: 212-642-4900

3. Service Components: Descriptions & Definitions

B-Channel (Bearer Channel) – A communications path capable of transmitting information at speeds of up to 64 kbps. The B-Channels may be used by a customer for communications (e.g., voice, data, video, and image) between customer specified locations. Data transmission on the B-Channel will be circuit switched at 64 kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated to 56 kbps.

MISCELLANEOUS SERVICES**XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)****B. ISDN – Primary Rate Interface (PRI) (cont.)**

3. Service Components: Descriptions & Definitions (cont.)

Calling Information Delivery - This feature provides the customer who is receiving a call with the telephone number and name of the calling party.

D-Channel (Delta Channel) – A communications path set up to transmit data in packet form at speeds up to 64 kbps. This communication path is designed to send and receive out-of-band signaling/supervisory messages. The bit rate (56/64 kbps) is fixed as a function of the interface provided by the customer.

Direct Inward Dial (DID) – A service that consists of the central office switching equipment necessary to connect calls from the local exchange and long distance telecommunications network direct to a station or attendant position associated with customer premise switching systems without intermediate handling by an attendant.

Primary Rate Interface (PRI) – will provide a four-wire access loop from the customer premise to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe Format (ESF). It provides multiplexing to support up to twenty-three B-channels at 64 kbps and one D-channel for signaling also at 64 kbps.

4. Rules and Regulations

- a. Customers are responsible for providing the compatible customer provided equipment that is compatible with ISDN-PRI service interface.
- b. GVTC shall not be responsible if changes in any of the equipment, operations, or procedures of GVTC utilized in the provision of ISDN-PRI service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.
- c. All ancillary services provided in conjunction with ISDN-PRI service will be subject to the terms and conditions as provided within the applicable section of the Local Exchange Tariff.

MISCELLANEOUS SERVICES

XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

B. ISDN – Primary Rate Interface (PRI) (cont.)

4. Rules and Regulations (cont.)

d. Presubscription to an InterLATA/IntraLATA carrier of preference applies to ISDN-PRI service just as it applies to analog telephone service. Access to other service providers is via a 101XXXX access code. Based on a customer's ISDN-PRI service arrangement, a customer may be able to presubscribe to more than one carrier of preference.

- e. ISDN-PRI service is not to be shared or jointly used. Resale of ISDN-PRI service is prohibited.
- f. ISDN-PRI service will be furnished at the rates and charges contained in this tariff, provided facilities are available.
- g. In the event Customer terminates ISDN-PRI services prior to the end of the term agreement, the customer will be liable for 100% of the monthly recurring charges for the remaining term.

5. Service Terms

All ISDN-PRI service components have a minimum service term of one month.

6. Suspension of Service

a. Suspension of service that is initiated by GVTC, Local Exchange Tariff, Section 7. When service is suspended by GVTC, the restoration charge applies per B-channel configured.

b. Seasonal and Vacation Service (Section 5 of the Local Exchange Tariff) is not available in connection with ISDN-PRI service.

7. Distance Learning

Upon submission of an affidavit that complies with the requirements of Public Utility Commission of Texas Sub, Rule §26.141, an educational institution (as defined in TX Education Code, Sections 11.32, 11.33 and 61.003) may obtain a 25% discount on the tariff rate for any tariffed service, except customer-specific contracts, that is used predominantly for distance learning purposes.

MISCELLANEOUS SERVICES

XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

B. ISDN – Primary Rate Interface (PRI) (cont.)

7. Distance Learning (cont.)

Services qualifying under the provisions of Sub. Rule §26.141 will receive the 25% discount on each tariff rate.

8. Educational Percentage Discount Rate (E-Rate)

The percentage discount rates available pursuant to 47 Code of Federal Regulations Part 54, subpart F to eligible schools, libraries, and consortia as defined by 47 Code of Federal Regulations part 54, subpart F shall apply to the tariffed rates contained herein. Schools, libraries, and consortia eligible for E-rates pursuant to 47 Code of Federal Regulations part 54, subpart F shall comply with the provisions of 47 Code of Federal Regulations part 54, subpart F in order to receive the intrastate E-rates.

9. Rate Application

- a. The following rates and charges are in addition to other rates and charges that may be applicable for accessible services which operate in conjunction with ISDN-PRI service. Regulations that apply on a per line basis from other sections in this tariff apply to ISDN-PRI on a per channel basis or a per PRI Interface.
- b. FCC End User Common Line charges and ISDN Line Port charges shall apply as set forth in the National Exchange Carrier Association's Access Services Tariff.
- c. 9-1-1 Surcharge – surcharge fees for 9-1-1 service are charged monthly for each B-channel.
- d. Expanded Local Calling Service (ELCS) – ELCS charges apply per B-channel.

MISCELLANEOUS SERVICES

XXXI. INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

B. ISDN – Primary Rate Interface (PRI) (cont.)

9. Rate Application (cont.)

e. Rate Schedule

	Monthly <u>Rate</u>	Installation <u>Rate</u>
Primary Rate Interface	\$650.00 (I)	\$2200.00
(12) month Term	525.00 (I)	1320.00
(36) month Term	375.00 (N)	780.00(N)
Integrated Svcs Network Component, Per B-channel		
Normal Exchange Calling Area	17.00 (I)	0.00
Metro Trunk Equivalent	66.00	0.00(N)
(12) month Term	47.00	0.00
((36) month Term	32.00	0.00
Link Extension Equipment	200.00	145.00
(12) month Term	200.00	87.00
Caller ID Delivery (per PRI)	50.00	0.00(N)
Direct Inward Dialing Service (DID)		
1 st block of 25 DID numbers	10.00	25.00(N)
Each add'l block of 25 DID's	10.00	25.00

MISCELLANEOUS SERVICES

XXXIII. REMOTE CALL FORWARDING

A. General

Remote Call Forwarding (RCF) is a service whereby a call placed by an originating telephone number to a RCF customer telephone number is automatically forwarded by Cooperative Central Office equipment to another telephone number designated by the Remote Call Forwarding customer. The terminating telephone number must have incoming call capability. The remote call forwarding customer does not have premises service associated with the call forwarding telephone number. RCF is available between the call forwarding location and another station within the same exchange or in another exchange and may be used in conjunction with EAS and Long Distance Telecommunications Service. The RCF customer is responsible for payment of any charge for calls forwarded from the RCF telephone number.

Remote Call Forwarding is programmed in the Cooperative central office. RCF is provided on the condition that the customer subscribe to sufficient remote call forwarding features and facilities to adequately handle calls to the RCF customer without interfering with or impairing any services offered by the Cooperative.

Remote Call Forwarding cannot be used for the following:

- a coin telephone
- a line equipped with any form of call forwarding features
- toll by-pass
- in conjunction with international calls

Each Remote Call Forwarding Service subscription allows for forwarding one call at a given time. An additional service subscription is necessary for each additional call to be forwarded simultaneously. There is a maximum of (24) call paths allowed for Remote Call Forwarding.

B. Rates and Charges

	<u>Monthly Rate</u>
Remote Call Forwarding, each path	
- Business	19.00 (1)

The appropriate Service Activation charge as specified in Section 2 will apply from the installation of RCF service. Subsequent to the initial establishment of RCF service, the appropriate Service Activation or Feature Change charge will also apply to add, or change a remote call forwarding number.

(1) The B-1 rate does not apply.

MISCELLANEOUS SERVICES

XXXIV. REVERSE DIREXCTORY ASISTANCE

A. General

Reverse Directory Assistance is a reverse search service that allows the caller to request a customer’s name and/or address after giving the directory assistance operator a complete telephone number. Customers may access Reverse Directory Assistance by dialing 1411.

The customer will be charged for each call made to Reverse Directory Assistance service. Customers can receive up to two listings per call.

There are no billing exemptions for Reverse Directory Assistance listing service requests.

Charges for Reverse Directory Assistance service will be applicable to all customers except hospitals and residence customers who are unable to use a telephone directory because of a visual or physical handicap which can be confirmed by a physician, appropriate group or agency having authority to certify such handicaps.

B. Rates

Charge Per Request	\$1.99	I
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XXXV. BUSINESS CATEGORY LISTING

A. Service Description

Business Category Listing service provides customers with the ability to request business telephone numbers, by city, for a specified category of business, when they do not know the name of the business they are seeking. This service is available to business and residential customers.

MISCELLANEOUS SERVICES

XXXV. BUSINESS CATEGORY LISTING (Continued)

A. Service Description (continued)

Method of Provisioning – the Company searches and retrieves listings randomly, on a geographic basis by city, and/or by using information such as an address, intersection, or business location, from a business category the Company believes matches the customer’s request. A listing is the name, address and telephone number of a business. The Company will suggest three business names to the customer from the retrieved listings, unless fewer listings are retrieved. The Company’s operators will provide the business address(es) to the suggested business name(s), if requested by the customer. If the customer does not want the telephone number(s) for the suggested business name(s), additional searches can be requested.

B. General

The regulations set forth below apply to each customer request for assistance in determining the telephone number of a business, when a caller does not know, or does not provide, the name of the business. BCL can be performed for local and non-local businesses nationwide.

The customer can obtain up to ten business telephone numbers on a call. The customer will be charged for each business telephone number provided. If the customer does not want the telephone number(s) for any of the suggested business name(s), the customer will be charged a single charge for each requested search. The BCL rate applies whether or not a number is available, including requests for numbers, which are non-published, non-listed or not found.

There are no handicapped billing exemptions or call allowances for BCL service requests.

Business Category Listing is not currently available from Hotel/Motel and Pay Telephones.

MISCELLANEOUS SERVICES

XXXV. BUSINESS CATEGORY LISTING (Continued)

B. General (continued)

With respect to any claim or suit, by a customer or others, the Company shall not be liable for providing the name, address, and/or number of a business to a customer using Business Category Listing, for any errors or omissions, for the method of providing BCL, or for any other aspect of this service.

C. Rates

Charge per Listing Request	\$1.99
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XXXVI. NUMBER RESERVATION SERVICE

N

A. General

Number Reservation service is one where a customer can reserve a number for future use for a period of up to twelve months. This service is available to both residential and business customers of the Cooperative. Numbers will be reserved as requested only upon availability. All telephone numbers will remain the property of the Cooperative. If the reserved telephone number is not activated within the twelve month period, the number will be returned to the numbering pool and will become available for assignment.

There will be a one-time non-recurring charge for the Number Reservation service.

B. Rate

Charge per Number Reservation	\$50.00
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INTERCITY SERVICES

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INTERCITY SERVICES

I. FOREIGN EXCHANGE SERVICE

A. General

Foreign exchange service is exchange service furnished to a customer from an exchange other than the one in which he is located and served.

Foreign exchange service is not in accordance with the general plan of furnishing telephone service and will be furnished only under special conditions where the service is warranted by the circumstances and if satisfactory arrangements can be made where a connecting company is involved.

The Cooperative is not obligated to furnish such service, particularly where it involves undue expense or impairment of the service furnished the general public.

B. Provision of Service

Foreign exchange service is furnished only in connection with one party (individual lines), key system trunk or PBX trunk service. The customer must have existing individual line, key system, or PBX trunk service from the local exchange at the same location where the foreign exchange service is to be installed.

Customers having foreign exchange service are subject to the rates, rules and regulations of the exchange from which such service is provided. All local service provided the customer other than the foreign exchange service is subject to the rates, rules and regulations contained in this Local Exchange Tariff of the Cooperative.

Optional Extended Area Service (EAS) or optional Extended Metro Service (EMS) are not provided in connection with foreign exchange service.

INTERCITY SERVICES

I. FOREIGN EXCHANGE SERVICE (continued)

C. Application of Rates

Applicable tariff rates cover only normal conditions where all necessary facilities are available. If facilities are not available and unusual expenditures are involved in their provision, the customer may be required to pay an additional charge to cover the unusual expenditure as provided under Section 6 of this tariff or enter into a contract for service beyond the initial period or both.

D. Rates and Charges

Foreign Exchange Service is furnished in accordance with the rules, regulations, and rates of the Interexchange Private Line Services and Cannel Tariff filed by Southwestern bell Telephone Company with the Public Utility Commission of Texas.

INTERCITY SERVICES**II. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE TARIFF**

Guadalupe Valley Telephone Cooperative, Inc. is an issuing carrier of the John Staurulakis, Inc. Issuing Carrier Long Distance Message Telecommunications Service Tariff that is on file with the Public Utility Commission of Texas for the provision of IntraLATA Long Distance Message Telecommunications Service within the State of Texas. This issuing carrier status includes the rates, charges, rules, and regulations applicable for each service provided by the Cooperative in the John Staurulakis, Inc. Issuing Carrier Long Distance Message Telecommunications Service Tariff. The Cooperative makes itself subject to such rates, charges, rules, and regulations until this issuing carrier status is revoked or cancelled. The Cooperative expressly reserves the right to cancel this issuing carrier status when and if it appears such cancellation is appropriate.

The provision of such services by Guadalupe Valley Telephone Cooperative, Inc., as set forth in the John Staurulakis, Inc. Issuing Carrier Long Distance Message Telecommunications Service Tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

At the option of the Cooperative, billed number screening will be furnished to control instances of fraud associated with billed to third number, station-to-station or person-to-person collect service or in response to a customer request.

The term "billed number screening" denotes an arrangement whereby, at the time of call origination, billed to third number, station-to-station or person-to-person collect calls are screened for customer preauthorized or Cooperative-directed non-acceptance.

INTERCITY SERVICES

III. CONCURRENCE WITH PRIVATE LINE SERVICES TARIFF

For Interexchange Private Line Services

As of the effective date of this tariff, Guadalupe Valley Telephone Cooperative, Inc. concurs in the Intrastate Private Line Service Tariff for IntraLATA Private Line Service filed by Southwestern Bell Telephone Company as it exists on the effective date of this tariff. Any in-service Private Line Service provided in accordance with such tariffs as on file with the Public Utility Commission of Texas on the effective date of this tariff, are grandfathered as of the effective date of this tariff. Any change to grandfathered Private Line Services or accounts after the effective date of this tariff will void the grandfathered status of said services and will be considered a new service request. New service requests for special circuits, including foreign exchange circuits, as described in this Local Exchange Tariff, will be provided by the Cooperative in accordance with the Special Access Service rates, charges, rules, and regulations of the TSTCI Intrastate Access Tariff on file with the Public Utility Commission of Texas.

INTERCITY SERVICES**IV. Public Entity HC1 Service**

Eligible entities described in §58.253(a) of the Public Utility Regulatory Act (PURA) or their authorized representatives may order discounted intraLATA interexchange dedicated high capacity (1.544 Mbps) service ("Public Entity HC1 Service"). In order to qualify for this service, at least one point of termination of this service must be located on an eligible entity's premises. Public Entity HC1 Service will be provided under the terms and conditions of Guadalupe Valley Telephone Cooperative, Inc.'s Intrastate Access Service Tariff and at the lowest rate offered for the corresponding service by any local exchange company electing incentive regulation under Chapter 58 of PURA.

Qualifying educational institutions or libraries may either elect the rate treatment provided in this subsection or the discount provided pursuant to the Cooperative's intrastate tariffs, as described in PURA §57.022.

Public Entity HC1 Service is available only for the exclusive, or shared use, of eligible entities, and will be provided only to eligible entities located in an exchange area served by the Cooperative. Customers who obtain service under this section and are not eligible entities will have such services disconnected or will be charged standard tariffed rates for the service. Resale or sharing of Public Entity HC1 Service, or the use of Public Entity HC1 Service in the resale of local or long distance service is prohibited.

Rates for Public Entity HC1 Service apply for (1) service provided between an eligible entity's premises where the service is between exchanges wholly within the Cooperative's service area; (2) service provided from an eligible entity's premises in the Cooperative's service area up to the point of interconnection with the facilities of another carrier, or carriers; or (3) service provided from an eligible entity's premises in the Cooperative's service area to an Interexchange Carrier's ("IXC") point of presence in the same LATA. The rates and regulations of other carriers or IXCs apply where any portion of the service is provided by other carriers or IXCs. Standard rates for equivalent services in other intrastate tariffs of the Cooperative will apply when an eligible entity requests only transport mileage and neither terminating location is within the Cooperative's service area, or an eligible entity orders additional features with Public Entity HC1 Service.

INTERCITY SERVICES**V. CONCURRENCE WITH CONNECTING CARRIER'S WIDE AREA TELECOMMUNICATIONS
SERVICE TARIFFS**

As of the effective date of this tariff, Guadalupe Valley Telephone Cooperative, Inc. concurs in the Wide Area Telecommunications Service for IntraLATA WATS filed by Southwestern Bell Telephone Company as it exists on the effective date of this tariff. Any in-service Wide Area Telecommunications Services provided in accordance with such tariffs as on file with the Public Utility Commission of Texas on the effective date of this tariff, are grandfathered as of the effective date of this tariff. Any change to grandfathered Wide Area Telecommunications Services or accounts after the effective date of this tariff will void the grandfathered status of said services and will be considered a new service request. New service requests for Wide Area Telecommunications Services will be provided by the Cooperative in accordance with the Special Access Service rates, charges, rules, and regulations of the TSTCI Intrastate Access Tariff on file with the Public Utility Commission of Texas.

VI. INTRASTATE ACCESS SERVICES TARIFF

Guadalupe Valley Telephone Cooperative, Inc. is an issuing carrier of the TSTCI Intrastate Access Service Tariff that is on file with the Public Utility Commission of Texas for providing Switched Access, Special Access Services and other miscellaneous services within the State of Texas. Guadalupe Valley Telephone Cooperative, Inc. makes itself subject to such rates, charges, rules, and regulations until this issuing carrier status is revoked or cancelled. Guadalupe Valley Telephone Cooperative, Inc. expressly reserves the right to cancel this issuing carrier status when it appears that such cancellation is appropriate.

The provision of such services by Guadalupe Valley Telephone Cooperative, Inc. as set forth in the TSTCI Intrastate Access Service Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

INTERCITY SERVICES

VII. OTHER RULES AND REGULATIONS

In addition to the rules and regulations set forth in this tariff section, the General Rules and Regulations, established in Section 7, are also applicable to any service and facilities provided herein.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

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APPLYING TO ALL CUSTOMERS' CONTRACTS

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RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

I. APPLICATION OF TARIFF

The rules and regulations contained in this section apply to the service and facilities provided by the Cooperative in the State of Texas. These rules and regulations are in addition to those contained in the Switched and Special Access Service Tariff, Long Distance Message Telecommunications Service Tariff, the Wide Area Telecommunications Tariff and the Private Line Services and Channels Tariff. When services and facilities are provided in part by the Cooperative and in part by other connecting companies, the regulations of the Cooperative apply to the portion of the service or facilities furnished by the Cooperative. Failure on the part of the customer to observe these rules and regulations after due notice of such failure, automatically gives the Cooperative the right to discontinue service to that customer.

The regulations covering the connection of equipment, accessories or facilities provided and maintained by the customer are contained in other sections of this tariff.

- A. In the event of a conflict between any rate, rule, regulation or provision contained in this tariff and any rate, rule, regulation or provision contained in the tariffs of Cooperatives' in which the Cooperative concurs, the rate, rule, regulation or provision contained in this tariff shall prevail.
- B. This tariff cancels and supercedes all other tariffs of the Cooperative issued and effective prior to the effective date shown on the individual sheets of this tariff.
- C. Should there be any conflict between this tariff and the Rules and Regulations of the Public Utility Commission of Texas (the Commission), the Commission's rules shall apply unless otherwise established by the courts.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

II. AVAILABILITY OF FACILITIES

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

It shall be the intent of the Cooperative to provide one party telephone service except in instances where facilities are not available. Where facilities are not available, party line service may be offered on a temporary basis until facilities become available.

III. CUSTOMER SERVICE AND PROTECTION

This part of the Rules and Regulations Section of the tariff provides information to telephone consumers about: resolving disputes with the Cooperative, applying for service, the classification of business and residential rates, deposits, billing, refusal of service, disconnection of service and cancellation of service. The rules set forth below summarize Sections 26.21 through 26.31 of the Commission's Substantive Rules. Please refer to the Substantive Rules for additional details concerning these provisions. A complete copy of the Substantive Rules will be available for review upon request.

The Cooperative also provides information in its published directory entitled "Your Rights as a Customer/Member." The Cooperative informs its customers every six months through a bill insert how customers may locate the information. The Cooperative provides the following information, in English and Spanish as necessary:

- 1) rates and services information and the customer's right to inspect or obtain at reproduction cost a copy of the Cooperative's tariffs and service rules;

RULES AND REGULATIONS**APPLYING TO ALL CUSTOMERS' CONTRACTS****III. CUSTOMER SERVICE AND PROTECTION (Continued)**

- 2) The credit requirements and the circumstances under which a deposit or an additional deposit may be required, how a deposit is calculated, interest paid on deposits, and the requirements for return of the customer's deposit;
- 3) The time allowed to pay outstanding bills;
- 4) Grounds for suspension and/or disconnection of service;
- 5) What the Cooperative must do before suspending and/or disconnecting service;
- 6) How to resolve billing disputes with the Cooperative and how disputes affect suspension and/or disconnection of service;
- 7) The customer's right to request alternative payment plans offered by the Cooperative, including, but not limited to, payment arrangements and deferred payment plans;
- 8) The steps to have service restored and/or reconnected after involuntary suspension or disconnection;
- 9) The availability of prepaid local telephone service to eligible customers;
- 10) Filing a complaint with the utility, procedures for a supervisory review, and right to file a complaint with the Public Utility Commission of Texas regarding any matter concerning the Cooperative's service. The Commission's contact information, Office of Customer Protection, P.O. Box 13326, Austin, Texas 78711-3326, the toll-free telephone number, fax, e-mail address, TTY, and Relay TX toll-free number;
- 11) The hours, address, and telephone numbers of the Cooperative offices where bills may be paid and information may be obtained, or a toll-free number that provides the customer this information;
- 12) A toll-free telephone number or the equivalent (such as WATS or collect calls) where customers may call to report service problems or make billing inquiries;

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

- 13) affirmation that the Cooperative services are provided without discrimination as to a customer's race, nationality, color, religion, sex, or marital status, and a summary of the company's policy regarding the provision of credit history based upon the credit history of a customer's former spouse;
- 14) notice of any special services such as readers or notices in Braille, if available, and the telephone number for the deaf at the Commission; and
- 15) how customers with physical disabilities, and those who care for them, can identify themselves to the Cooperative so that special action can be taken to appropriately inform these persons of their rights.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

A. Resolution of Dispute

Any customer or applicant for service who wishes to dispute any action or determination of the Cooperative under the Commission's customer service rules shall be given an opportunity for a supervisory review by the Cooperative. A customer may file a complaint by letter or by telephone, with the Cooperative and within twenty-one (21) days, the Cooperative will investigate and advise the customer of its response. Any customer who is dissatisfied with the Cooperative's review shall be informed of his/her right to file a complaint with the Public Utility Commission of Texas. Complaints forwarded to the Cooperative by the Public Utility Commission will be investigated and responded to in writing to the POUC within twenty-one (21) days of receipt.

B. Application for Service

Application for service, or requests from customers for additional service or changes in the grade or class of service become contracts when received by the Cooperative and are subject to the minimum contract term, which is one month unless specified otherwise. The Cooperative reserves the right to require application for service to be made in writing on forms supplied by it. Applicants are required to pay in advance at the time application is made the membership fee and a deposit if required.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (continued)

B. Application for Service (Continued)

Any general change in rates, rules or regulations modifies the terms of the contract to the extent of such change without further notice. However, if rates are increased, the customer may cancel his contract upon reasonable written notice and upon payment for all service and any contractual liability.

C. Refusal of Service

1. Compliance by Applicant

The Cooperative may refuse to serve an applicant until such applicant complies with the state and municipal regulations and the Cooperative-approved rules and regulations on file with the Commission or for any of the reasons identified below:

- a. The applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given or the applicant's facilities do not comply with all applicable state and municipal regulations.
- b. The applicant fails to comply with the Cooperative's tariffs pertaining to operation of nonstandard equipment or unauthorized attachments, which interfere with the service of others. The Cooperative shall provide the applicant notice of such refusal and allow the applicant a reasonable amount of time to comply with the Cooperative's tariffs.
- c. The applicant has acted as a guarantor for another customer and fails to pay the guaranteed amount, where such guarantee was made in writing to the utility and was a condition of service.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

C. Refusal of Service (Continued)

1. Compliance by Applicant (Continued)

- d. The applicant applies for service at a location where another customer received, or continues to receive, service and the utility bill is unpaid at that location and the utility can prove that the change in identity is made to avoid or evade payment of the Cooperative bill. An applicant may request a supervisory review if the Cooperative determines that the applicant intends to deceive the utility and refuses to provide service.
- e. Except as provided in Section 1, subsection IV of this tariff describing Prepaid Local Telephone Service, service may be refused, if the applicant owes a debt to any utility for the same kind of service as that applied for, including long distance charges for nonresidential applicants where a provider of basic local telephone service bills those charges to the customer pursuant to its tariffs. If the applicant's indebtedness is in dispute, the applicant will be provided service upon complying with the Cooperative deposit requirements. Payment of long distance charges is not a condition of local exchange service for residential applicants.
- f. The applicant refuses to pay a deposit if applicant is required to do so per the Cooperative tariff.

2. Applicant's Recourse

- a. In the event that the Cooperative refuses to serve an applicant under the provisions of these rules, the Cooperative must inform the applicant of the basis of its refusal and that the applicant may file a complaint with the Commission.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

C. Refusal of Service (Continued)

2. Applicant's Recourse (Continued)

- b. The Cooperative will inform applicants eligible for Prepaid Local Telephone Service (PLTS) that PLTS service is available if they are not eligible for standard local telephone service.

3. Insufficient Grounds for Refusal to Serve

The Cooperative shall not refuse service to a present customer or applicant because of:

- a. delinquency in payment for service by a previous occupant of the premises to be served;
- b. failure to pay for merchandise, or charges for nonutility service purchased from the Cooperative;
- c. failure to pay a bill that includes more than six months of underbilling unless the underbilling is the result of theft of service;
- d. failure to pay a bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a telephone bill.
- e. Failure of a residential applicant to pay for long distance charges,

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (continued)

D. Application of Business or Residence Rates

1. Business rates apply at the following locations:

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

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

D. Application of Business or Residence Rates (Continued)

2. Residence rates apply at the following locations:

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

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

E. Advanced Payments

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

F. Deposits

The following provisions summarize the principal features of the Commission's Substantive Rules on deposits, Section 26.24, which provides additional details concerning this provision.

1. Requirements for Permanent Residential Applicants

- a. The Cooperative may require a residential applicant for service to establish satisfactory credit, but establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills. The credit worthiness of spouses established during the last twelve (12) months of shared service prior to their divorce, will be equally applied to both spouses for (12) months immediately after their divorce.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Deposits (Continued)

1. Requirements for Permanent Residential Applicants
(Continued)

b. Subject to the following conditions, a residential applicant shall not be required to pay a deposit:

- 1) If the residential applicant has been a customer of any telephone company within the last two years and is not delinquent in payment of any such telephone service account and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill for such service was paid after becoming delinquent and never had service disconnected for nonpayment.
- 2) If the residential applicant furnishes in writing a satisfactory guarantee for the amount of the required deposit to secure payment of bills for the service required.
- 3) If the residential applicant demonstrates a satisfactory credit rating by appropriate means including, but not limited to, the production of generally acceptable credit cards, letters of reference, and names of credit references which may be quickly and inexpensively contacted by the Cooperative, or ownership of substantial equity.
- 4) A deposit shall not be required of an eligible Lifeline applicant if the applicant chooses to subscribe to Toll Restriction Service.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Deposits (Continued)

1. Requirements for Permanent Residential Applicants
(Continued)

- c. The Cooperative may require an initial deposit from residential customers if: the customer has on more than one occasion during the last (12) consecutive months of service been delinquent in paying a bill for telephone service, or if the customer's service was disconnected for nonpayment. The customer may be required to pay this initial deposit within (10) days after issuance of a written disconnection notice that requests such deposit. Instead of an initial deposit, the customer may pay the total amount due on the current bill by the due date of the bill, provided the customer has not exercised this option in the previous (12) months. Alternatively, the customer may furnish a satisfactorily written guarantee to secure payment of bill in lieu of a cash deposit.
- d. Customers who are required to provide an initial deposit in order to receive service will be provided a copy of the brochure, "Your Rights as a Customer", which includes information about deposits.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Deposits (Continued)

2. Requirements for Non-Residential Service Customers

If the credit of a non-residential applicant for service has not been established satisfactorily to the Cooperative, the applicant may be required to make a deposit.

3. Reestablishment of Credit

Every applicant who previously has been a customer of a telephone company and whose service has been discontinued for nonpayment of bills shall be required before service is rendered to pay all amounts due the Cooperative or execute a deferred payment agreement, and reestablish credit.

4. Amount of Deposit and Interest for Permanent Residential, Non-Residential Service and Exemption from Deposit

- a. The total of all deposits shall not exceed an amount equivalent to one-sixth (1/6) of the estimated annual billing, except as provided in Section 1, subsection IV of this tariff describing Prepaid Local Telephone Service. The estimated annual billings may include charges that are in a utility's tariffs. For non-residential applicants and customers, the deposit amount may include long distance charges only where the provider of basic local telephone service bills those charges to the customer.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Deposits (Continued)

4. Amount of Deposit and Interest for Permanent Residential, Non-Residential Service and Exemption from Deposit (Continued)

b. Additional Deposit Requirements

- 1) During the first 12 months of service, if actual usage is three times estimated usage (or three times average usage of most recent three bills) and current usage exceeds \$150 and 150% of the security held, a new deposit requirement may be calculated. The Telephone Cooperative may require an additional deposit to be made within 10 days after issuance of written notice of termination and requested additional deposit, or, in lieu of additional deposit, the customer may elect to pay the current usage within 10 days after issuance of written notice of termination and requested additional deposit.
- 2) Non-Residential Service - If actual billings are at least twice the amount of the estimated billings, and a suspension notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 10 days after issuance of written notice of termination and requested additional deposit.
- 3) Residential Service - if actual billings are at least twice the amount of the estimated billings after two billing periods, and a suspension notice has been issued on a bill within the previous 12-month period, a new deposit may be required to be made within 10 days after issuance of written notice of termination and requested additional deposit. In lieu of additional deposit, the customer may elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Deposits (Continued)

4. Amount of Deposit and Interest for Permanent Residential, Non-Residential Service and Exemption from Deposit (Continued)

- c. In determining the amount of any deposit permitted in this tariff, no revenue from non-tariffed products or services may be used.
 - d. Estimated billings to determine the deposit amount shall not include long distance charges for residential applicants and customers.
 - e. Interest on Deposits - on deposits required from customers, the Cooperative shall pay a minimum interest on such deposits at an annual rate. The amount of interest to be paid on deposits will be established by the Commission on an annual basis in accordance with statutory requirements. The applicable statute is Tex. Utilities Code Ann. 183.003 (Vernon 1998). The current rate is established by the Commission annually in December for the following year.
 - 1) Payment of the interest to the customer shall be annually if requested by the customer or at the time the deposit is returned or credited to the customer's account.
 - 2) The deposit shall earn interest from the date paid and shall cease to draw interest on the date it is returned to the customer's account.
5. Applicants for Permanent Residential Service Who are Sixty-five (65) Years of Age or Older - all such applicants will be considered as having established credit if the applicant does not have an outstanding account balance with the Cooperative or another telephone company for the same telephone service which accrued within the last two years. No cash deposit shall be required of such applicant under these conditions.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Deposits (Continued)

6. Refund of Deposit

- a. If service is not connected or after disconnection of service, the Cooperative shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Cooperative shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless in accordance with these rules.
- b. When the customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings without having service disconnected for non-payment and without having more than two occasions on which a bill was delinquent, and when the customer is not delinquent in the payment of current bills, the Cooperative shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill or void the guarantee. If the customer does not meet these refund criteria, the deposit and interest may be retained in accordance with Paragraph 4 above.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

G. Order of Precedence for Establishing Service

Application for service in a particular exchange will be completed in accordance with the chronological order of their receipt depending upon the availability of facilities. Where facilities are limited, the following order of precedence shall apply:

- a. Cases involving the public welfare such as civil defense, fire, police and ambulance.
- b. Application for new business service shall be given priority over applications for residence service.
- c. All others.

H. Billing and Payment for Service

1. The customer is responsible for payment of all charges for services furnished him, including charges for service originated or accepted at his access line. In addition, the customer is responsible for any charges, which may be applicable to a guarantee of deposit as provided in Subparagraph E.1.b.2 above.
2. Disputed Bills

In the event of a dispute between a customer and the Cooperative over any bill for utility service, the Cooperative shall make an appropriate investigation and report the results to the customer. In the event the dispute is not resolved, the Cooperative shall inform the customer of the Public Utility Commission's complaint procedures.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

H. Billing and Payment for Service (Continued)

3. The customer shall pay all charges for service monthly in advance. Payment is due on or before the due date, which is sixteen (16) days after issuance of the bill. The postmark, if any, on the envelope of the bill or the issuance date on the bill if there is no postmark on the envelope shall constitute proof of the date of issuance. If the bill is not paid by the due date, the Cooperative may discontinue service after ten (10) days written notice to the customer in accordance with paragraph 26.27(a) and 26.28(a) of the Commission's Substantive Rules.
4. If a residential customer expresses an inability to pay all of his or her bill and has not been issued more than two termination notices at any time during the preceding twelve (12) months, he or she may enter into a deferred payment plan with the Cooperative in accordance with paragraph 26.27(i) of the Commission's Substantive Rules.
5. A one-time penalty not to exceed five (5) percent may be applied to delinquent non-residential bills. The one-time penalty shall not apply to residential bills. The penalty may not be applied to any balance to which the penalty was applied in a previous billing and shall only apply on undisputed amounts or if the dispute is resolved in favor of the Cooperative.
6. Any applicant or one for whom an application is made, owing the Cooperative for service furnished under a former contract, shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid before any additional service will be furnished.
7. The Cooperative will toll block a residential customer for the nonpayment of long distance charges at the request and expense of a long distance carrier due to the nonpayment of long distance charges at a charge to the long distance carrier not more than \$10.00 for one-time installation nor more than \$1.50 per month for toll blocking.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

H. Billing and Payment for Service (Continued)

8. Where technically capable, the Cooperative will provide toll blocking that allows the residential customer access to toll-free numbers. The Cooperative will not apply toll blocking in an unreasonably preferential, prejudicial, or discriminatory manner. The cooperative will notify the customer within (24) hours of initiating toll blocking.

9. Adjustment of Charges - if billings for telephone service are found to differ from the Cooperative's lawful rates for the services purchased by the customer, the Cooperative shall calculate a billing adjustment. If the customer was overcharged, the Cooperative will refund all overcharges.

If the customer was undercharged, the Cooperative may back bill the customer for a period not to exceed six (6) months, unless the Cooperative can produce records to identify and justify the additional amount of backbilling. Service may not be disconnected for charges incurred six months prior to the date the Cooperative initially notifies the customer of the amount of undercharge and the total additional amount that will be due. If the underbilling is \$50.00 or more, the Cooperative shall offer such customer a deferred payment plan option, for the same length of time as that of the underbilling.

Overbillings that are not adjusted by the Cooperative within three billing cycles of the bill in error and certain underbillings shall accrue interest. The interest rate shall be established annually by the Commission in December for the following year in accordance with the Public Utility Commission's Substantive Rule 26.27(d).

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

H. Billing and Payment for Service (Continued)

10. Adjustments of Charges for Service Interruptions

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

11. Where the Cooperative is in receipt of a partial payment from a residential customer, the payment shall first be allocated to basic local telephone service. The charge for basic local telephone service is combined as part of a bundled package of services and subscribed to by a customer, will be the stand-alone rate for basic service according to the Cooperative's tariffs.

12. Notice to Governmental Entities Regarding Texas Prompt Payment Act

Non-residential customers who are governmental entities under the Texas Prompt Payment Act (TPPA), Chapter 2251 Title 10 General Government, Texas Government Code Annotated, are responsible for notifying the Company of their status. TPPA provisions apply with regard to overdue payment, interest due on overdue payments and certain exceptions in the statute.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

I. Discontinuance of Service

1. Discontinuance with Notice

Proper notice consists of a separate mailing or hand delivery at least ten (10) days prior to the stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice.

If mailed, the cutoff day may not fall on a holiday or weekend but on the next work day after the tenth day. Telephone service may be disconnected after proper notice for any of the following reasons:

- a. Failure to pay a bill for charges that are in the Cooperative's tariffs, including long distance charges for nonresidential customers only where the Cooperative bills those charges to the customer pursuant to Cooperative tariffs, or failure to make deferred arrangements by the date of suspension or disconnection.
- b. Violations of the Cooperative's rules pertaining to the use of service in a manner which interferes with the service of others or relating to the operation of nonstandard provided equipment, if a reasonable attempt has been made to notify the customer, and the customer has been afforded a reasonable opportunity to remedy the situation.
- c. Failure of the guarantor to pay the amount guaranteed, when the Cooperative has a written agreement, signed by the guarantor, that allows for disconnection of the guarantor's service for nonpayment.
- d. Failure to comply with the terms of a deferred payment agreement except as provided in Section 1, subsection IV of this local tariff relating to Prepaid Local Telephone Service.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

I. Discontinuance of Service (Continued)

1. Discontinuance with Notice (Continued)

e. Failure to pay an underbilled amount or a deposit as required by Section 7 of this Local Tariff relating to Credit Requirements and Deposits.

f. Avoidance of toll blocking by incurring long distance charges after toll blocking was implemented for the residential customer by the Cooperative due to nonpayment of long distance charges.

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

a. A known dangerous condition exists;

b. Service is connected without authority by a person who has not applied for service or who has reconnected service without authority.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

1. Discontinuance of Service (Continued)

3. The Cooperative may not disconnect service for any of the following reasons:

- a. Delinquency in payment for service by a previous occupant of the premises;
- b. Failure to pay for any charges that are not provided for in the Cooperative's tariffs;
- c. Failure to pay for a different type of class of telephone service unless fee for such service was included on the bill at the time service was initiated;
- d. Failure to pay disputed charges until a determination is made on the accuracy of the charges;
- e. Failure to pay charges arising from an underbilling resulting from any misapplication of rates more than six months prior to the current billing;
- f. Failure of a customer receiving Lifeline service to pay charges incurred for toll service while the customer is receiving Lifeline service;
- g. Failure of a residential customer to pay long distance charges;
- h. Where a delinquent customer at a permanent residence has established that such action will prevent the customer from summoning emergency medical help for someone seriously ill residing at that residence and the customer has complied with the following:

1. Each time a customer seeks to avoid suspension or disconnection of service under this subsection, the customer before the date of suspension or disconnection must:

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

1. Discontinuance of Service (Continued)

3.(Continued)

h. (Continued)

1. (Continued)

- (i) have the person's attending physician (the term "physician" means any public health official, including, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) contact the Cooperative by the stated date of disconnection;
- (ii) have the person's attending physician submit a written statement to the Cooperative; and
- (iii) enter into a deferred payment plan.

The prohibition against suspension or disconnection is effective sixty-three (63) days from the issuance of the Cooperative's bill or a shorter period agreed upon by the Cooperative and the customer or physician.

- 4. Disconnection on holidays or weekend.
Unless a dangerous condition exists, or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when Cooperative personnel are not available to the public for the purpose of making collections and reconnecting service.
- 5. Unauthorized Charges on Customer Bills
A customer who reports an unauthorized charge on their bill may not be disconnected for nonpayment of an unauthorized charge. The Cooperative will not file an unfavorable credit report against a customer who has not paid charges that were alleged to be unauthorized unless the dispute regarding these charges is resolved against the customer.

RULES AND REGULATIONS

APPLYONG TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

I. Discontinuance of Service (Continued)

6. Suspension and Disconnection Notices

Any suspension or disconnection notice issued by a utility to a customer must consist of the following:

a) The notice will not be issued to the customer before the first day after the bill is due. Payment of the delinquent bill at the Cooperative's authorized payment agency is considered payment.

b) The notice will be a separate mailing or hand delivery with a stated date of suspension or disconnection and with the words "suspension notice" or "disconnection notice", or similar language prominently displayed on the notice.

c) The notice will have a suspension or disconnection date that is not a holiday or weekend day, not less than ten days after the notice is issued.

d) The notice will be provided in English and Spanish.

e) Notices for residential customers will indicate the specific amount owed for tariffed local telephone services required to maintain basic local telephone service.

f) Notices will indicate a statement notifying customers that if they need assistance paying their bill, or are ill and unable to pay their bill, they may be able to arrange an alternative payment method or establish a deferred payment plan. The notice will advise customers to contact the Cooperative for more information.

g) Residential notices will include the customer's right to receive basic local telephone service without entering Prepaid Local Telephone Service if the customer does not owe for basic local service.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

I. Discontinuance of Service (Continued)

7. Disconnection due to Abandonment.

The Cooperative may not abandon a customer or a certificated service area without written notice to its customers therein and all similar neighboring companies, and without approval from the Commission.

8. Collection costs.

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

9. Disputes.

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

J. Cancellation of Application for Basic Service

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

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

RULES AND REGULATIONS**APPLYING TO ALL CUSTOMERS' CONTRACTS****III. CUSTOMER SERVICE AND PROTECTION (Continued)****J. Cancellation of Application for Basic Service
(Continued)**

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

K. Termination of Service

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

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

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

L. Special Charges, Fees and Taxes

1. Texas Universal Service Fund (TUSF) Surcharge

- a. The Texas Universal Service Fund (TUSF) is a funding mechanism that has been established by the State of Texas to insure that local phone rates are affordable for low income customers in high cost areas, and to support programs for customers with disabilities. The TUSF Surcharge is intended to recover the cost of the TUSF assessment paid by the Cooperative. The Cooperative's TUSF Surcharge amount is determined by applying the TUSF assessment rate, as determined by the Commission to actual rates for services that are considered "intrastate telecommunications services receipts", as that term has been defined by the Commission.
- b. The TUSF Surcharge will be identified on the retail customer's bill as "Texas Universal Service".
- c. Effective September 1, 2004, charges for all eligible intrastate taxable telecommunications services receipts on a retail customer's bill, except Lifeline and Link Up, will be assessed a TUSF Surcharge based on the TUSF assessment rate approved by Commission order. The TUSF assessment rate may be changed periodically by the Commission.

- 2. Residential, non-residential and point-to-point access lines provided pursuant to this tariff are subject to a municipal franchise fee as established for the city in which the end user of the access lines is located. Effective with the charges billed on or after March 1, 2000, the monthly recurring municipal charge will be equal to a monthly amount developed using criteria 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.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

III. CUSTOMER SERVICE AND PROTECTION (Continued)

L. Special Charges, Fees and Taxes (continued)

3. Texas Infrastructure Fund (TIF) Reimbursement Surcharge

The Texas Telecommunications Infrastructure Fund (TIF) Reimbursement Surcharge, as allowed for by the Texas Utility Code, PURA Section 57.048, is intended to flow through Guadalupe Valley Telephone Cooperative's TIF assessment. The TIF surcharge is calculated at 1.25% of taxable telecommunications charges. The Texas TIF Reimbursement Surcharge is subject to sales tax.

The Surcharge will be identified on the customer's bill as "Texas TIF Reimbursement".

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES

A. Use of Service

1. Local exchange telephone service, as distinguished from Pay Telephone Services, is furnished only for use by the customer, his family, employees or business associates, or persons residing in the customer's household, except as the use of customer service may be extended to Pay Telephone Access Service, or to guests of a hotel-motel. The Cooperative has the right to refuse to install customer service or to permit such service to remain on the premises of a public or semi-public character, except for Pay Telephone Access Service, when the service is so located that the public in general or patrons of the customer may make use of the service. At such locations, however, customer service may be installed, provided the service is so located that it is not accessible for public use.
2. The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with his usage, or that of any of his authorized users.
3. Local residence exchange service may not be used for providing access to resold or shared customer premises key equipment. Local business exchange service may not be used for providing access to resold or shared customer premises key or switching equipment, intraLATA Long Distance Message Telecommunications Service and intraLATA Wide Area Telecommunications Service.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

A. Use of Service (Continued)

4. Party Line Service - The Cooperative accepts applications for party line service with the understanding that each customer will so use the service as not to interfere with an equitable proportionate use of the service by the other customers on the same line. When the duration or number of local messages sent or received by a party line customer is so great as to prevent an equitable proportionate use of the line by other customers on the line, the Cooperative shall have the right to require the customer to contract for a higher grade of service, or to discontinue the service of a customer in question.
5. Emergency Situations - Under Texas law it is a misdemeanor to willfully refuse to relinquish a party line when informed that the line is needed for an emergency call to summon police, fire or medical assistance. It is also a misdemeanor to secure willfully the use of a party line by falsely stating that such a line is needed for an emergency call. The law defines "emergency" as a "situation in which property or human life is in jeopardy and the prompt summoning of aid is essential."
6. Transmitting Messages - The Cooperative does not transmit messages but offers the use of its facilities for communications between its customers.
7. Use of Lines of Other Companies - When suitable arrangements can be made, lines of other telephone companies may be used in establishing connections to point not reached by the Cooperative's lines. In establishing connections with the lines of other companies, the Cooperative is not responsible or liable for any action of the Connecting Company.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

A. Use of Service (Continued)

8. Unauthorized Attachments or Connections - No equipment, accessory, apparatus, circuit or device shall be attached to or connected with Cooperative facilities except as provided in this Tariff. In case of any such unauthorized attachment or connection is made, the Cooperative shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his premises because of the use of such attachments or connections.

9. Except as otherwise provided in the Tariff, nothing herein shall be construed to permit the use of a device to interconnect any Cooperative-owned line or channel with any other communications line or channel of the Cooperative or of any other person.

10. Use of Automatic Dialing-Announcing Devices

a. An automatic dial announcing device is any automatic equipment capable of playing a recorded message when a connection is completed to a telephone number.

b. The following requirements are imposed on the user of an automatic dial announcing device:

1) The user shall obtain a permit from the Commission, as written notice specifying the type of device to be connected, and the Cooperative may request a copy from the Commission;

2) The device is not used for random number dialing or to dial numbers by successively increasing or decreasing integers, and may not simultaneously engage two or more lines of a multi-line business;

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

A. Use of Service (Continued)

10. Use of Automatic Dialing-Announcing Devices
(Continued)

b. (Continued)

- 3) The message conveyed by the device, or a message delivered by a human, must be in a single language and must state within the first (30) seconds of the call the nature of the call and the name, address and call-back telephone number other than the ADAD number of the person, company, or organization making the call. If used for debt collection purposes or if a live operator introduces the call, this provision does not apply;
- 4) The device disconnects from the called person's line not later than (5) seconds after either party hangs up or if the device cannot disconnect in that period, a live operator must introduce the call and receive the called party's consent;
- 5) No calls shall be made to emergency telephone numbers of hospitals, fire departments, law enforcement offices, medical physician or service offices, health care facilities, poison control centers, "911" lines, other entities providing emergency services, any guest room or patient room of a hospital, health care facility, elderly home or similar establishment, any telephone numbers assigned to paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier, or any service for which the called party is charged for the call;
- 6) For calls terminating in the State of Texas, the device is not to be used to make a call:

RULES AND REGULATIONS

APPLYONG TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

A. Use of Service (Continued)

10. Use of Automatic Dialing-Announced Devices (Continued)

6) (Continued)

3. On a Sunday before 12:00 p.m. or after 9:00 p.m., or after 9 p.m. on a weekday or a Saturday, when the device is used for solicitation; or

4. At any hour that collection calls would be prohibited under the Federal Fair Debt Collection Practices Act, 15 United States Code, Section 1692, et seq., when the device is used for collection purposes; and

7) A violation of any portion of this section shall subject the user to prosecution for a Class A misdemeanor as set forth in the Public Utility Regulatory Act, §55.138 and subject the user to administrative penalties by the Commission.

8) If during a call, a cross-promotion or reference is made to any sponsor-provided service where the caller will incur a charge to place the call, the estimated time and rate must be stated.

c. Disconnection. The Cooperative may disconnect or refuse to connect service to a person using or intending to use an automatic dial announcing device if it determines that the device is not capable of disconnecting from a called party's line as required in this section or that the device would cause or is causing network harm. The Cooperative shall give written notice, by mailing or hand delivery, if practicable, to the person using the device of its intent to disconnect service not later than the third day before the date of the disconnection, except that if the device is causing network congestion or blockage, the notice may be given by telephone or hand delivery, if practicable, on the day before the date of disconnection.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

A. Use of Service (Continued)

10. Use of Automatic Dialing-Announcing Devices (Continued)

c. (Continued)

Upon receipt of notification by the Commission that a permit has been suspended under the provisions of the Texas Family Code Annotated, Chapter 232 pertaining to failure to pay child support, the Cooperative shall disconnect service to that person and may reconnect service only on a determination by the Commission that the person will comply with the provisions of the section.

d. Exception. These provisions do not apply to the use of an automatic dial announcing device when the call is used for an emergency or public service approved by a county's emergency management coordinator in the county where the call is received or where a public or private primary or secondary school system attempts to account for truant students. However, the Cooperative may disconnect service to a person using the device if it is causing harm to the network.

e. Form and Fee. Anyone applying for a permit to use one or more automatic dial announcing devices shall use a Commission form and pay a Commission-prescribed fee for each permit issued.

f. Complaints. Upon receipt of an ADA-related complaint, the Cooperative will record and forward the complaint to the Commission within (3) business days and so inform the complainant.

B. Obligations of Customers

1. Alterations - The customer agrees to notify the Cooperative promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Cooperative's facilities, and the customer agrees to pay the Cooperative's current costs for such changes.

RULES AND REGULATIONS**APPLYING TO ALL CUSTOMERS' CONTRACTS****IV. USE OF SERVICE AND FACILITIES (Continued)****B. Obligations of Customers (Continued)**

2. Unless specifically provided otherwise in this tariff, when commercial power is used for the operation of customer provided premises equipment or GVTC equipment or facilities, the customer provides the necessary power wiring, power outlets and commercial power and assumes all responsibility for the safe condition of the power wiring, power outlets and commercial power.

C. Rights of the Cooperative

1. Work Performed on an Overtime Basis - The charges specified in this Tariff do not contemplate work being performed by the Cooperative employees at a time when overtime wages apply due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies.
2. Work Interruption - The charges specified in this Tariff do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.
3. Ownership - Any facilities on the customer's premises furnished by the Cooperative shall be and remain the property of the Cooperative, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, terminating, inspecting, maintaining or repairing service, and making collections from pay telephones.
4. Impairment of Telephone Service - When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, the Cooperative shall have the right to require the customer to contract with the Cooperative for such additional facilities as may be necessary in the Cooperative's judgment to remove the cause of said impairment, or if the customer refuses this requirement or will not remedy the situation, to discontinue service completely.
5. Abandonment of Telephone Service - The Cooperative may discontinue service, which has been abandoned.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

C. Rights of the Cooperative (Continued)

6. Abuse of Telephone Service - After giving the customer a reasonable opportunity to remedy the situation and after giving proper notice, the Cooperative may discontinue service which is used:
 - a. In such a way that interferes with the service of other telephone users;
 - b. For any purpose other than as a means of communication;
 - c. To communicate profane or obscene language;
 - d. For a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another;
 - e. In any fraudulent or unlawful manner; or
 - f. In any manner which violates any of the Cooperative's lawful regulations.
 - g. To obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call.
7. Governmental Objections to Service - The Cooperative may refuse to furnish or may discontinue telephone service to any person, firm or organization if a governmental authority objects to the provision of such service because the service is or is to be used for an illegal purpose. Issuance of a court order is necessary before service can be discontinued.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

C. Rights of the Cooperative (Continued)

8. Telephone Directories. The Cooperative normally publishes telephone directories annually.
 - a. Distribution - The Cooperative distributes to its customers without charge such directory information as in its opinion is generally necessary for the efficient use of the service. Any additional directories or information requested by a customer will be furnished without additional charge if the Cooperative agrees that such provisions will make the customer's use of telephone service more efficient. Other directories will be furnished at the Cooperative's discretion at a reasonable rate.
 - b. Ownership - Directories regularly furnished to customers are the property of the Cooperative, are loaned to customers to aid in the use of telephone service, and are to be returned to the Cooperative upon request. Customers must not deface or mutilate directories. The Cooperative has the right to make a charge for directories issued in replacement of directories destroyed, defaced or mutilated while in the possession of customers.
9. Telephone Numbers - The Cooperative reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by the Cooperative.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

D. Liability of the Cooperative

1. Given the customer's exclusive control of his communications over Cooperative-provided facilities, and of the other uses for which Cooperative facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Cooperative are subject to the terms, conditions and limitations specified herein.
2. The Cooperative's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Cooperative's control, subject to the interruption allowance provisions by this tariff.
3. Defacement of Premises - No liability shall attach to the Cooperative by reason of any defacement or damage to the customer's premises resulting from the existence of the Cooperative's facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the sole negligence of the Cooperative or its employees.
4. Errors - The Cooperative's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers, the Cooperative's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred. In the case of extra listings in the alphabetical listing of the directory for which a charge is made, the Cooperative's liability shall not exceed the established rate for such listing during the period in which the error or omission occurred.

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

D. Liability of the Cooperative (Continued)

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

RULES AND REGULATIONS

APPLYING TO ALL CUSTOMERS' CONTRACTS

IV. USE OF SERVICE AND FACILITIES (Continued)

D. Liability of the Cooperative (Continued)

6. (Continued)

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

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

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GLOSSARY

ACCESS LINE

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

AIR LINE MEASUREMENT

The shortest distance between two points.

ANCILLARY DEVICES

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

ANSWERING EQUIPMENT

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

APPLICANT

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

AUTHORIZED PROTECTIVE CONNECTING MODULE

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

AUTHORIZED USER

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

B-CHANNEL (BEARER CHANNEL)

A communications path capable of transmitting information at a speed of 64 kbps. The B-channel may be used by a customer for communications (e.g., voice, data, facsimile, etc.) between customer specified locations.

GLOSSARY**BASIC RATE INTERFACE**

The interface between the end user's location and the ISDN-Basic Rate Interface capable central office switch. It provides two (64) kbps B-channels and one (16) kbps D-channel to be sent over a single circuit or local loop.

BUILDING (Same)

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

BUSINESS SERVICE

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

CALL

An attempted communication, whether completed or not.

CALLING AREA

See "Local Service Area"

CANCELLATION CHARGES

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

CENTRAL OFFICE

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

GLOSSARY**CENTRAL OFFICE AREA**

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

CENTRAL OFFICE BUILDING

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

CENTRAL OFFICE LINE

See Access Line

CHANNEL

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

CIRCUIT

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

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

CLASS OF SERVICE

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

COMMISSION

The Public Utility Commission of Texas

GLOSSARY**COMMUNICATIONS SYSTEMS**

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

COMPANY

A used in this tariff, Company is synonymous with Cooperative.

CONDUIT

A tubular runway for cable facilities.

CONNECTING COMPANY

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

CONNECTION

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

CONSTRUCTION CHARGE

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

CONTINUOUS PROPERTY

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

GLOSSARY**CONTRACT**

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

CONTRACT PERIOD

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

COOPERATIVE (COOPERATIVE CORPORATION)

Whenever used in this tariff, "Cooperative" refers to Telephone Cooperative, Inc. organized and operating under the Telephone Cooperative Act (art. 1528c, V.A.C.S.), unless the context clearly indicates otherwise.

COST OR COST BASIS

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

CUSTOMER

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

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

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

GLOSSARY**CUSTOMER TROUBLE REPORT**

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

D-CHANNEL (DELTA CHANNEL)

A communications path set up to transmit data in packet form at speeds up to (16) kbps for ISDN-BRI and (64) kbps for ISDN-PRI service. This communications path is designated to send and receive out-of-band signaling/supervisory messages.

DEMARCATIION POINT

The point of interconnection between Telephone Cooperative communications facilities and the terminal equipment, protective apparatus or wiring at a subscriber's premises. The Demarcation Point is located on the customer's side of the Telephone Cooperative's protector or equivalent, and consists of a modular jack or equivalent.

DETACHED ACCESS LINE

An additional circuit connected to an access line either directly or through a switching device, which uses Cooperative facilities.

DIRECT BURIAL

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

DIRECT CONNECTION

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

DIRECT ELECTRICAL CONNECTION

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

DIRECTORY

A book which alphabetically by name lists each telephone customer with his address and telephone number.

GLOSSARY

DIRECTORY ASSISTANCE SERVICE

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

DIRECTORY LISTING

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

DISCONNECT NOTICE

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

DISCONNECTION OF SERVICE

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

DROP WIRE

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

ENTRANCE FACILITIES

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

EXCHANGE

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

GLOSSARY

EXCHANGE ACCESS LINE

See Access Line

EXCHANGE AREA

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

EXCHANGE LINE

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

EXCHANGE SERVICE

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

- (a) Flat Rate Service: A classification of exchange service furnished a customer under tariff provisions, for which a stipulated charge is made, regardless of the amount of use.
- (b) Individual Line Service: A classification of exchange service, which provides that only one exchange access line shall be served by the circuit connected.
- (c) Pay Telephone Access Service: is a local exchange service available to pay telephone service providers that provides a two-way, or optionally, one-way originating-only access line composed of serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer premises, and the network interface.

EXCHANGE SERVICE AREA

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

EXPANDED LOCAL CALLING SERVICE

An arrangement whereby communities expand their basic local calling scope to include single or multiple exchanges. Expanded Local Calling is a non-optional unlimited, two-way local calling service.

GLOSSARY**EXTENDED AREA SERVICE**

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

EXTENDED METRO SERVICE (EMS)

An optional type of local exchange service available in certain exchanges that expands the local calling scope to include the San Antonio Metropolitan exchange.

FACILITIES

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

FAMILY

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

FLAT RATE SERVICE

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

FOREIGN EXCHANGE SERVICE

Exchange Service furnished under tariff provisions by means of a circuit connecting a customer's premises with a central office of an exchange other than that which regularly serves the exchange area in which the customer is located.

GENERAL EXCHANGE SERVICES

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

GLOSSARY**GRANDFATHERED COMMUNICATIONS SYSTEMS**

All communications systems (including their equipment, premises wiring and protective circuitry, if any) lawfully connected at the customer's premises which are considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because such systems were connected to the telecommunications network prior to January 1, 1980 and are of a type of system which was directly connected (i.e., without Cooperative-provided connecting arrangements) to the telecommunications network as of June 1, 1978.

GRANDFATHERED CONNECTIONS OF COMMUNICATIONS SYSTEMS

All lawful connections via Cooperative-provided connecting arrangements of customer-provided communications systems (including their equipment and premises wiring) at the customer's premises which are considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because such connections to the telecommunications network were made via Cooperative-provided connecting arrangements prior to January 1, 1980, and such connecting arrangements are of a type of connecting arrangement connected to the telecommunications network as of June 1, 1978.

GRANDFATHERED CONNECTIONS OF TERMINAL EQUIPMENT

All connections via Cooperative-provided connecting arrangements of customer-provided terminal equipment lawfully connected at the customer's premises which are considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because such connections to the telecommunications network were made via Cooperative-provided connecting arrangements prior to July 1, 1979, and such connecting arrangements are the same type of connecting arrangement connected to the telecommunications network as of October 17, 1977.

GLOSSARY**GRANDFATHERED TERMINAL EQUIPMENT**

All terminal equipment (including protective circuitry, if any) lawfully connected at the customer's premises which are considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because such terminal equipment was connected to the telecommunications network prior to July 1, 1979, and is of a type of terminal equipment which was directly connected (i.e., without Cooperative-provided connecting arrangements) to the telecommunications network as of October 17, 1977.

HARM

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

HOUSEHOLD

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

IDENTIFICATION NUMBER

An identifying number of a particular model of "Conforming Device" attested by a manufacturer or supplier to comply with the standards and procedures set forth in the Federal Communications Commission's Part 68.

INDIVIDUAL LINE SERVICE

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

GLOSSARY

INITIAL NONRECURRING CHARGE

A nonrecurring charge made for the furnishing of telephone services, which may also be called the service activation charge.

INITIAL SERVICE PERIOD

The minimum period of time for which service is provided.

INSTALLATION CHARGE

A nonrecurring charge associated with optional service features and may sometimes be called an "initial" charge, and may also be known as the Service Activation Charge.

INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

Provides end-to-end digital communications and gives the ability to transmit data and voice over the same telephone line simultaneously. This functionality is provided via channelized transport facilities.

INTERCEPT SERVICES

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

INTEREXCHANGE PRIVATE LINE

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

INTERFACE

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

GLOSSARY

INTERFACE EQUIPMENT

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

INTERLATA

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

INTRALATA

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

INTRAEXCHANGE CHANNEL SERVICE

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

INTRAEXCHANGE SERVICE

Telecommunications service confined wholly within a single exchange.

JACK

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

KEY EQUIPMENT

Switching keys located in the telephone base or other housing arranged to pick up or hold a line, or to communicate with other telephones in the customer's system.

KEY SYSTEM LINE

A circuit connecting key system equipment with a central office.

GLOSSARY

KEY TELEPHONE SET

A telephone set equipped with keys or buttons in the housing.

KEY TELEPHONE SYSTEM

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

LABELING

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

LINE

See Access Line

LINK EXTENSION EQUIPMENT

Provides additional central office hardware required to provide ISDN service to a customer located outside an ISDN Service Area or to provide FX ISDN service arrangements.

LINK EXTENSION FACILITY

Provides the additional facility required to provide ISDN service to a customer located outside the ISDN Service Area.

LOCAL ACCESS AND TRANSPORT AREA (LATA)

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

LOCAL CALLING AREA

See Local Service Area

LOCAL CHANNEL

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

GLOSSARY

LOCAL DIRECTORY ASSISTANCE SERVICE

Local Directory Assistance Service is furnished to supplement the information available in the Cooperative's published directory and to assist users in obtaining telephone numbers, which are publicly available but may or may not be listed in the directory.

LOCAL EXCHANGE SERVICE

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

LOCAL MESSAGE

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

LOCAL MESSAGE CHARGE

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

LOCAL SERVICE

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

LOCAL SERVICE AREA (LOCAL CALLING AREA)

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

LOCAL SERVICE CHARGE

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

GLOSSARY

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

MEMBER

Any person, firm, association, corporation, or body politic or subdivision thereof that may be accepted by the members or Board of Directors and who agree to pay the membership fee and agrees to comply with and be bound by the Articles of Incorporation and By-Laws of the Cooperative and any rules and regulations adopted by the Board.

MESSAGE

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

MILEAGE

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

MINIMUM CONTRACT PERIOD

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

MISCELLANEOUS COMMON CARRIERS

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

GLOSSARY

MOBILE TELEPHONE SERVICE

Telecommunications service provided by means of radio frequencies through a land radio-telephone base station. Connections may be established between a wire access line and a mobile or fixed unit or between two mobile or fixed units.

MODULAR OUTLET

See Jack

NETWORK CONTROL SIGNALING

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

NETWORK CONTROL SIGNALING UNIT

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

NETWORK INTERFACE

See Interface

NONPUBLISHED TELEPHONE NUMBER

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

NONRECURRING CHARGE

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

NORMAL CENTRAL OFFICE

See Serving Central Office

GLOSSARY

ONE PARTY SERVICE

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

OTHER COMMON CARRIER (OCC)

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

OTHER COMMON CARRIER TERMINAL LOCATION

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

OUTLET

See Jack

PAY TELEPHONE ACCESS SERVICE

A local exchange service available to pay telephone service providers that provides a two-way, or optionally, one-way originating-only access line composed of serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer premises, and the network interface.

PAY TELEPHONE SERVICE

A telecommunications service utilizing any coin, coinless, credit card reader, or cordless instrument that can be used by members of the general public, or business patrons, employees, and/or visitors of the premise's owner, provided that the end user pays for local and toll calls from such instruments on a per-call basis.

PERMANENT DISCONNECT

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

GLOSSARY

PERSON

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

PREMISES

The same premises consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) The portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public corridor or by space occupied by others.

GLOSSARY

PREMISES (Continued)

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

PREMISES WIRING

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

PREASSIGNED NUMBER

A telephone number preassigned before service is actually established.

PREPAID LOCAL TELEPHONE SERVICE

A telecommunications service assistance program available to eligible residential telephone service subscribers as a one-time alternative to disconnection for non-payment of services.

PREWIRING

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

PRIMARY RATE INTERFACE (PRI)

A DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line.

GLOSSARY**PRIMARY TERMINATION**

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

GLOSSARY

PRINCIPAL CENTRAL OFFICE

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

PRIVATE BRANCH EXCHANGE (PBX)

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

PRIVATE BRANCH EXCHANGE TRUNKS

Trunks connecting a Private Branch Exchange System with a central office for communication with the general exchange network and for long distance message telecommunications service.

PRIVATE LINE

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

PRIVATE LINE SERVICE

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

PROTECTIVE CONNECTING ARRANGEMENT

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

GLOSSARY

PUBLIC THOROUGHFARE

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

PUBLISHED TELEPHONE NUMBER

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

RATE CENTER

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

REFERENCE LISTING

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

REGISTERED PROTECTIVE CIRCUITRY

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

REGISTERED TERMINAL EQUIPMENT

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

RESIDENCE EXCHANGE ACCESS LINE

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

RESIDENTIAL SERVICE

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

ROTARY DIAL SERVICE

A service arrangement whereby calls are originated through the use of a telephone equipped with a rotary dial instead of push-button keys.

GLOSSARY

ROTARY LINE SERVICE

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

ROUTE MEASUREMENT

The physical length of a circuit between two points.

SAME BUILDING

See Building.

SAN ANTONIO EXTENDED METRO SERVICE

An optional type of local exchange service available in certain exchanges that expands the local calling scope to include the San Antonio Metropolitan exchange.

SERVICE CALL

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

SERVICE CALL CHARGE

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

SERVICE CHARGES

A nonrecurring charge applying to the provisions of telephone service.

SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of demarcation.

SERVING CENTRAL OFFICE

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

GLOSSARY

SIGNAL CONDITIONING EQUIPMENT

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

SINGLE CHANNEL (Half Duplex)

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

STATION EQUIPMENT

Customer-owned equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

STATION INSTRUMENT

A telephone set including the cord.

SUPERSEDERE OF SERVICE

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

SUPPLEMENTAL CONTRACT

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

SUSPENSION OF SERVICE

An arrangement made at the request of the customer or initiated by the Cooperative, for temporarily interrupting service. During the period of suspension, the Cooperative's equipment remains at the customer's premises in anticipation that the normal service will be resumed at some future date.

GLOSSARY

TARIFF

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

TELECOMMUNICATIONS SERVICE

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

TELEPHONE COOPERATIVE

See Cooperative.

TELEPHONE NUMBER

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

TELEPHONE OR TELECOMMUNICATIONS NETWORK

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

TEMPORARY DISCONNECTION

See Suspension of Service.

TEMPORARY SERVICE

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

GLOSSARY**TERMINAL EQUIPMENT ACCESSORIES**

Devices, apparatus and their associated wiring, provided by a customer, which do not constitute a communications system and which, when connected to the telecommunications system of the Cooperative are connected either electrically, acoustically or inductively.

TERMINATION AGREEMENT

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

TERMINATION CHARGE

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

TERMINATION OF SERVICE

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

TEXAS TELECOMMUNICATIONS INFRASTRUCTURE FUND (TIF) REIMBURSEMENT SURCHARGE

The Texas Telecommunications Infrastructure Fund (TIF) Reimbursement Surcharge, as allowed for by the Texas Utility Code, Section 57.048, is a flow through of GVTC's TIF Assessment. The surcharge is calculated at 1.25% of taxable telecommunications charges, i.e. charges for telecommunications services that are subject to sales tax under Chapter 151 of the Texas Tax Code. The surcharge is subject to sales tax.

N

TEXAS TELECOMMUNICATIONS INFRASTRUCTURE FUND (TIF) RECOVERY SURCHARGE

The Texas Telecommunications Infrastructure Fund (TIF) Recovery Surcharge, is intended for Guadalupe Valley Telephone Cooperative, Inc. to recover the TIF assessments previously paid by GVTC from the period beginning January 1, 2005 through September 30, 2005. All TIF Recovery Surcharge amounts will be recovered from End Users in the same manner as they are currently billed for the TIF Reimbursement Surcharge as described in L.3. above. The TIF Recovery Surcharge will go to zero as soon as the full amount of the TIF assessment paid by GVTC from January 1, 2005 through September 30, 2005 has been recovered by GVTC.

GLOSSARY

M

TOLL MESSAGE

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

TOLL RATE

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

GLOSSARY

TOLL SERVICE

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

TONE DIALING SERVICE

A classification of exchange service furnished from certain central offices, whereby calls are originated through the use of tone dial instruments in lieu of a rotary dial instrument.

TRUNK LINE

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

UNDERGROUND SERVICE CONNECTION

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

VOICE GRADE FACILITY

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

WATS

See "Wide Area Telecommunications Service".

WIDE AREA TELECOMMUNICATIONS SERVICE

A service designed to meet the needs of customers who make or receive substantial volumes of long distance telephone calls.

SYMBOLS FOR TARIFF CHANGES**SYMBOLS FOR TARIFF CHANGES**

The following symbols are used in the right-hand margin to denote changes or revisions made on each page:

- C Denotes a changed regulation.
- D Denotes a discontinued rate or regulation.
- E Denotes a correction of an error made during a revision that pertained to material contained in the tariff prior to the revision.
- I Denotes increase in rate.
- M Denotes text has been moved elsewhere in the tariff with no change in rate, regulation or text.
- N Denotes a new rate or regulation.
- R Denotes a rate reduction.
- S Denotes reissued material, that is material currently in tariff which is being reissued with this revision without change in rate, regulation or text.
- T Denotes a change in text, but no change in rate or regulation.