

#### ILLINOIS TELECOMMUNICATIONS SERVICE GUIDE

Easton Telecom Services, L.L.C.



Thank you for selecting Easton Telecom Services, L.L.C. as your telecommunications service provider. This Service Guide, in conjunction with any existing separate Service Agreements if applicable, constitute the rates, terms, and conditions for use of Easton's telecommunications services within the State of Illinois. Easton has been granted Illinois Commerce Commission authority to provide Services under this Service Guide in lieu of a Tariff.

For additional information or assistance, please visit us on the web at www.eastontel.com or contact our Customer Care representatives, toll free at 800.222.8122, or in writing addressed to the attention of Customer Service, 3046 Brecksville Road, Summit II, Richfield, OH 44286.

Easton operates as a competitive telecommunications company within the State of Illinois (the "State").



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#### **APPLICATION OF SERVICE GUIDE**

Thank you for selecting Easton Telecom Services, L.L.C. ("Easton" or "Company") as your local and/or long distance telecommunications service provider. This Service Guide establishes the standard rates, terms, and conditions that apply to the provision and your use of Easton's retail local exchange and interexchange long distance telecommunications Services in the State of Illinois. Your verbal or written Service Order or any use by you of Easton's Service constitutes agreement by you to all of the rates, terms, and conditions set forth in this Service Guide, including any other documents specifically incorporated herein.

The provisions of this Service Guide apply only to retail intrastate telecommunications services furnished by Easton and do not apply, unless otherwise specified, to any other services, including, without limitation, Information Services and other unregulated services offered by Easton. Except as expressly specified in this Service Guide with respect to particular Service plans ordered by Customers, the rates and charges set forth in this Service Guide do not cover lines, facilities, or services furnished to Customers by other carriers, including, without limitation, lines, facilities, or services that are used by Customers to access Easton's long distance Services or to complete calls to or from points beyond Easton's local network calling areas. Customers are solely responsible for obtaining any customer premises equipment and for establishing suitable agreements or other arrangements with other carriers that may be needed to access and use Easton's Services.

The provisions of this Service Guide, together with any applicable Tariffs, establish the sole and exclusive rates, terms, conditions, and understandings pertaining to Easton's provision and Customer's use of Services ordered by Customer, and supersede all prior agreements, proposals, representations, and understandings, whether written or oral, with respect to such Services. No provisions of this Service Guide or any Applicable Tariff may be changed, waived, or otherwise amended, or modified in any manner except pursuant to a written document that has been duly executed by Easton for such purpose.

In the event of any conflict between the provisions of this Service Guide and any Applicable Tariff, such conflict will be resolved by giving preference, first, to the Applicable Tariff provisions and, second, to this Service Guide.

The rates, rules, terms, and conditions contained in this Service Guide are subject to change at Easton's sole discretion. Customers will be notified of changes through bill messages or inserts or otherwise in accordance with applicable law prior to the date on which changes become effective. Changes will also be posted on Easton's website at https://eastontelecom.com. Your continued use of Easton's Service following any such changes constitutes your agreement to such changes.

This Service Guide is governed by and interpreted according to applicable laws and regulations of Illinois.

For additional information or assistance, please visit us on the web at <a href="www.eastontelecom.com">www.eastontelecom.com</a> or contact our Customer Care representatives, toll free at 800.222.8122, 330.659.6700, via Email to <a href="custservice@eastontel.com">custservice@eastontel.com</a> or in writing addressed to the attention of Customer Service, 3046 Brecksville Road, Summit II, Richfield, OH 44286. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday 8:30 a.m. to 5 p.m. Eastern Time.



#### <u>SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS</u>

**Access Line** - An arrangement that connects the customer's location to a switching center or point of presence.

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

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

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

**Carrier or Company** - Whenever used in this Service Guide, "Carrier" or "Company" refers to Easton Telecom Services, LLC, unless otherwise specified or clearly indicated by the context.

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's Service Guide.

**Commission -** The Illinois Commerce Commission.

**Common Carrier** - A company or entity providing telecommunications services to the public.

**Customer** - The person or legal entity that subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

**Due Date** - The last day for payment without unpaid amounts being subject to a late payment charge.

**Exchange Access Line** - The serving central office line equipment and all plant facilities up to and including the Standard Network Interface.

**Holidays** - The Company's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**ILEC** - Incumbent Local Exchange Carrier.

**LEC** - Local Exchange Carrier.



#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)

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

**Local Access and Transport Area (LATA)** - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Measured Charge** - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Normal Business Hours –8:30 a.m. to 5 p.m., Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.



## **SECTION 2 - RULES AND REGULATIONS**

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

#### 2.1.1 Application of Service Guide

- A. This Service Guide contains the regulations and rates applicable to intrastate resale communications services provided by Carrier for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Service Guide. Service is available 24 hours a day, seven days a week.
- B. The rates and regulations contained in this Service Guide apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

#### 2.1.2 Terms and Conditions

A. Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due by the date specified on the bill sent by the Company that may not be less than 21 days after the date of the postmark on the bill. All calculations of dates set forth in this Service Guide shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

- B. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Service Guide prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- C. This Service Guide shall be interpreted and governed by the laws of the State of Illinois.



## 2.1. <u>Undertaking of the Company</u>, Continued

#### 2.1.2 Terms and Conditions, Continued

- D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days' notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

## 2.2. Shortage of Equipment or Facilities

- 2.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 2.2.2 The furnishing of service under this Service Guide is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

#### 2.3. Use of Service

- 2.3.1 Services provided under this Service Guide may be used for any lawful purpose for which the service is technically suited.
- 2.3.2 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.3 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.3.4 Carrier does not transmit messages pursuant to this Service Guide, but its services may be used for that purpose.
- 2.3.5 Carrier's services may be denied for nonpayment of charges or for other violations of this Service Guide.



## 2.4. <u>Liabilities of the Company</u>

- 2.4.1 Due to the unavoidability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 2.4.2 When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit for any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.
- 2.4.3 The liability of the Carrier for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any regulated or non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Service Guide charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect incidental or exemplary damages.
- 2.4.4 Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.4.5 Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.



#### **2.4.** <u>Liabilities of the Company</u>, Continued

- 2.4.6 Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.4.7 Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.
- 2.4.8 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

## 2.5. Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

## 2.6. <u>Installation</u>

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this Service Guide.



#### 2.7. Establishing Credit

2.7.1 The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit.

## 2.7.2 Applicants for Service

- A. The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification (residence or business), previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.
- B. Residence service applicants may establish credit in one of the following ways:
  - 1. Responding in a manner satisfactory to the Company to a set of standard questions. The applicant may be required to provide proof in support of these responses.
  - 2. Payment of a cash deposit to the Company in accordance with the following section.
  - 3. Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company.
  - 4. Providing a surety bond, provided that such surety bond has been issued by an insurance company that has received a certificate of authority from the Department of Insurance to do business in Illinois.
- C. Business service applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan or of 2.7.2.B.2 or 2.7.2.B.4 above.
- D. If verification of an applicant's credit is required, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with the rules.
- E. If credit is not established the Company may disconnect the service not sooner than five days after delivery or eight days after mailing of written notice of intention to disconnect.



## 2.7. Establishing Credit, Continued

#### 2.7.2 Applicants for Service, Continued

F. When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.

#### 2.7.3 Customers

- A. A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Deposit section when any of the following conditions occur:
  - 1. During the first twelve months that a customer receives service, the customer pays late four times or has service disconnected by the Company for nonpayment two times.
  - 2. After the first twelve months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve-month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.
  - 3. After the first twelve months that a business customer has received service, the business customer pays late at least six times during any twelve-month period.
- B. Payment by the customer of delinquent bills may not of itself relieve the customer from the obligation of establishing credit. A customer may be required to 2.7.2.B. (1), (2), or (3) preceding.
- C. The Company will make its request for a deposit within 45 days after the event, giving rise to the request takes place.



#### 2.8. Deposits

The Company may also require a security deposit before service is restored (along with the payment of charges due) from the Customer whose service has been discontinued for nonpayment of overdue charges.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

## 2.8.1 Amount of Deposit

The amount of the cash deposit may not exceed two (2) month's estimated usage for residential customers and four (4) month's estimated usage for business customers.

#### 2.8.2 Payment of Deposits

The company may request that a maximum of 1/3 of the amount of the requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A customer or applicant may, at their option, pay the deposit on a more expedited schedule.

## 2.8.3 Refund of Deposit

Deposits plus interest will be eligible for refund after being held for 12 months so long as:

- A. the customer has paid any past due bill for service owed to the company;
- B. service has not been discontinued for nonpayment;
- C. the customer has not paid late four (4) times, or
- D. the company has not provided evidence that the customer used a device or scheme to obtain service without payment.

#### 2.8.4 Adjustments to Deposit

If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate.



# 2.8. **Deposits**, Continued

#### 2.8.5 Interest to be Paid on Deposits

Interest at the percentage rate determined annually by the Commission shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the customer as follows:

- A. By credit to the customer's account annually,
- B. By payment, no more than once in any 12-month period, when requested by the customer, or
- C. By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the customer.

## 2.8.6 Records of Deposits

The Company shall maintain records of deposits together with interest, which collectively will show all transaction pertaining to each deposit. The Company shall provide the applicant or customer with a Deposit Receipt for any deposit received. The receipt will show the customer's name, service address, serial number, type of service, amount of deposit, rate of interest, date received, Company's name, and a statement of the conditions under which the deposit will be refunded.

#### 2.9. Payment for Services

#### 2.9.1 Due Date

The due date printed on the bill will be at least 21 days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.

#### 2.9.2 <u>Customer Payment Responsibilities</u>

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.



#### **2.9.** Payment for Services, Continued

2.9.3. Billing inquiries may be directed to the Company at the address below or its toll-free number 1-800-222-8122. When a Customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the customer pays the undisputed portion of the bill; pays all future periodic bills by the due date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due. The Carrier's address is:

Customer Service Easton Telecom Services, LLC 3046 Brecksville Road, Summit II Richfield, OH 44286

2.9.4. If there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission. The address of the Commission is:

Illinois Commerce Commission 527 East Capitol Avenue P.O. Box 19280 Springfield, IL 62794-9280

2.9.5. In the event a customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the company will refund the overcharge with interest from the date of overpayment by the Customer.

#### 2.10. <u>Deferred Payment Agreements</u>

- 2.10.1. Residential customers who are indebted to the Company for past due utility service shall have the opportunity to make arrangements with the Company to retire the delinquent amount by periodic payments. All applicants for service, nonresidential customers who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the company, to make such arrangements.
- 2.10.2. The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the customer's or applicant's ability to pay, the customer's or applicant's payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the customer's or applicant's service.



#### 2.10. <u>Deferred Payment Agreements</u>

- 2.10.3. An applicant for residential service or a residential customer will be required to pay no more than ¼ of the amount past due at the time of entering into the Deferred Payment Agreement. An applicant for business service or a business customer will be required to pay no more than 1/3 of the amount past due at the time of entering into the Deferred Payment Agreement. The Company will allow the customer or applicant a minimum of four months and a maximum of twelve months in which to complete payment pursuant to this Agreement.
- 2.10.4. A Deferred Payment Agreement will be in writing, with a copy provided to the applicant or customer, and will explain that the customer is required to pay all future bills by the due date and provide the terms of the agreement as to how the delinquent amount is to be retired.

#### 2.11. <u>Taxes</u>

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

# 2.12. Late Payment Charge

The Company will assess a late payment charge equal to the amount prescribed in this Service Guide.

#### 2.13. Cancellation by Customer

Customer may cancel service by providing written notice to the Company.

## 2.14. Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.



#### 2.15. <u>Termination of Service by Carrier</u>

- 2.15.1 The Company may discontinue or refuse service for any of the reasons set forth below:
  - A. For failure to make or increase a deposit as set forth herein.
  - B. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer. The Company may discontinue service if the current customer is liable for a past due bill for telephone service pursuant to Section 15 of the Rights of Married Persons Act [750 ILCS 65/15], unless the Customer, at the option of the Company, pays any past due bill and/or provides a deposit pursuant to Section 735.120 and/or enters into a deferred payment agreement.
  - C. For failure to provide Company representatives with necessary access to the Company-owned service equipment, after the Company has made a written request for access.
  - D. For failure to make payment in accordance with the terms of a Deferred Payment Arrangement;
  - E. The Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.
  - F. For violation of or noncompliance with a Commission order.
  - G. For violation of or noncompliance with any rules off the company on file with the Commission for which the company is authorized to discontinue service for violation or noncompliance on the part of the customer or user;
  - H. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.
  - The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.
  - J. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.



#### 2.15. <u>Termination of Service by Carrier</u>, Continued

#### 2.15.1 Continued

- K. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.15.2. The following will not constitute sufficient cause for discontinuance or refusal of service:
  - A. Except as set forth in section 2.15.1.B. above, failure to pay the past due bill of a previous customer of the premises to be served, unless the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customer, or the previous customer is currently a member of the same household as the applicant.
  - B. Failure to pay charges for directory advertising.
  - C. Failure to pay the past due bill for a different class of service (residential or business).
  - D. Failure to pay charges for terminal equipment or other telephone equipment purchased from the Company, an affiliate, or a subsidiary.

#### 2.15.3. Discontinuance Procedures

- A. The Company will only discontinue service after it has mailed or delivered a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance will be delivered separately from any other written matter or bill.
- B. Notice of discontinuance will not be mailed before the third business day following the due date shown on the bill.
- C. Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company will not discontinue service beyond the 20-day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.



## 2.15. Termination of Service by Carrier, Continued

#### 12.15.3. Discontinuance Procedures, Continued

- D. In addition to the written notice, the company shall attempt to advise the customer when service is scheduled for discontinuance. The company shall not deliver more than two consecutive notices of discontinuance for past due bill without engaging in collection activity with the customer.
- E. Service will not be discontinued for a past due bill after 12:00 noon on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Illinois, or any day when the utility's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three hours of receipt of payment.
- F. Service will not be discontinued, and will be restored if discontinued, where a present customer who is indebted to the company enters into and complies with a Deferred Payment Agreement as described in this Service Guide.
- 12.15.4. The following additional provisions will apply for the termination of residential service:
  - A. The Company will postpone discontinuance of telephone service to a residential customer for thirty (30) days from the date of certification by a licensed physician that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the customer or a permanent resident in the customer's household. Initial certification by the certifying physician may be by telephone if written certification is forwarded within five (5) days.
  - B. This certificate of medical emergency must be in writing on stationery that clearly sets forth the name of the doctor, hospital, or medical clinic. The certificate must clearly show the name of the person whose illness would be aggravated, the nature of the medical emergency, and the name, title, and signature of the licensed physician certifying the medical emergency.
  - C. Initial certification shall prohibit discontinuance of service for thirty (30) days. Certification may be renewed by the customer for one additional thirty (30) day period by providing another certificate to the utility. Failure to so renew the certificate shall entitle the utility to initiate discontinuance procedures. Within the first 30 days the customer must enter into a Deferred Payment Agreement for the retirement of the unpaid balance of the account and keep the current account paid during the period that the unpaid balance is to be retired.



#### 2.15. Termination of Service by Carrier, Continued

#### 2.15.4 Continued

D. In the event service is discontinued within ten (10) days prior to certification of illness by or for a qualifying resident, service shall be restored to that residence if a proper certification is thereafter made in accordance with the foregoing provisions.

#### 2.16. Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this Service Guide. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

# 2.17. Credit for Interruptions

- 2.17.1 Subject to the exceptions contained in Section 2.17.2, when use of service or facilities furnished by the Company is interrupted, the following adjustments of the monthly Recurring Charges subject to interruptions will be allowed for the service and facilities rendered useless and inoperable by the reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company:
  - A. If the interruption lasts for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Company shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted;
  - B. If the interruption last for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Company shall provide a credit for 33% of one month's recurring charges for all interrupted services;
  - C. If the interruption last for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Company shall provide a credit 67% of one month's recurring charges for all interrupted services;



#### **2.17.** Credit for Interruptions, Continued

#### 2.17.1. Continued

- D. If the interruption lasts for greater than ninety-six (96) hours but equal to or less than one hundred (120) hours, Company shall provide a credit for one full month's recurring charges for all interrupted services;
- E. If the interruption lasts for greater than one hundred (120) hours, Company will provide alternative phone service to the Customers or provide an additional credit of \$20 per day, at the Customer's option.
- F. The credit for services applies to the following non-usage sensitive services:
  - Monthly Basic Local Service
  - End User Common Line Charge (EUCL) (may be referred to as Subscriber Line Charges -SLC)
  - Flat Rated Extended Area Service (where applicable)
  - Custom Calling Features
  - Class Features
- G. For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.
- H. The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when the service disruption continues beyond the initial 120-hour period, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.

## 2.17.2. Limitations on Credit for interruption Allowance

Credits do not apply if the violations of a service quality standard:

- A. occurs as a result of a negligent or willful act on the part of the customer;
- B. occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;



#### 2.17. Credit for Interruptions, Continued

- 2.17.2 Limitations on Credit for interruption Allowance, Continued
  - C. occurs as a result of, or is extended by, an emergency situation; An emergency situation is defined as:
    - 1. a declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area; or
    - 2. an act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company, or the first 7 calendar days of a strike or other work stoppage; or
    - a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood fire that prevents the Company for restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.
  - D. An emergency situation shall not include:
    - 1. a single event caused by high temperature conditions alone; or
    - 2. a single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or premises owed or operated by the Company; or
    - 3. any service interruption that occurs during a single event listed above, but are not caused by those single events; or
    - 4. a single event that the Company could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive.
    - 5. is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company;
    - 6 occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company;



#### 2.17. Credit for Interruptions, Continued

- 2.17.2 Limitations on Credit for interruption Allowance, Continued
  - D. Continued
    - 7. occurs as a result of a Company's right to refuse service to a customer as provided in 83 Ill. Adm. Code 735; or
    - 8. occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for Service, subject to a Company's obligation

#### 2.18. Credits For New Service Installation

- 2.18.1. The Company shall install basic local exchange service within 5 business days after receipt of an order from the customer unless the customer requests an installation dated that is beyond 5 business days after placing the order for basic service. (If the Company offers basic local exchange service utilizing the network of network elements of another carrier shall install new lines for basic local exchange service within 3 business days after the other carrier has completed provisioning.)
  - A. If the Company fails to install basic local service within five (5) business days, the Company will waive 50% of any installation charges or if the installation is pursuant to the Link Up program, the Company shall provide a credit of \$25.
  - B. If the Company fails to install service within ten (10) business days after the service application is placed, or fails to install service within 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, the Company shall waive 100% of the installation charge, or in the absences of an installation charge or where installations is pursuant to the Link Up program, the Company shall provide a credit of \$50.
  - C. For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, whichever is greater, the Company will either provide alternative telephone service or an additional credit of \$20 per day, at the Customer's option until service has been installed.



## 2.18. Credits For New Service Installation, Continued

- 2.18.2. The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when installation is delayed continues beyond the initial 10 business days, or beyond 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.
- 2.18.2. If installation of service is requested on or by a date more than 5 business days in the future, the Company shall install service by the date requested.
- 2.18.3. If the Company fails to keep a scheduled repair or installation appointment when a customer premises visit requires a customer to be present, the Company shall credit the customer \$50 per missed appointment. A credit does not apply when the Company provides the customer with 24-hour notice of its inability to keep the appointment. The 24-hour notice period shall be construed to mean 24 hours' notice by the end of each 4-hour window the day before the scheduled appointment.

#### 2.19. Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier. The Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

#### 2.20. Dishonored Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution, shall be charged a per check fee as set forth in the rate section of this Service Guide.

If the customer remits to the company on more than one occasion during a 12-month period a check, draft, or other instrument that is dishonored the company may refuse acceptance of further checks and place the customer on a "cash" basis. Under a "cash" basis the company may require the customer to pay by money order, certified check or cash.

#### 2.21. Service Restoral Charge

The Company will not charge a service restoral fee.



#### 2.22. Customer Complaints

Customers can reach the Company's Customer Service department by dialing the toll free number 1-800-222-8122. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner. The company shall direct its personnel engaged in personal contact with the applicant, customer, or user seeking dispute resolution to inform the customer of their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The company shall further direct such supervisory personnel to inform such customer who expresses nonacceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Consumer Services Division of the Illinois Commerce Commission as follows:

Illinois Commerce Commission Consumer Services Division 527 East Capitol Avenue Springfield, Illinois 62701 Phone: 800-524-0795

## 2.23. Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

#### 2.24. Directory Listings

- 2.24.1. The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.
- 2.24.2. The Company is not liable for any errors or omissions in directory listings.



#### 2.25. <u>Universal Emergency Telephone Number Service (911, E911)</u>

- 2.25.1. Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 selectively routes an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- 2.25.2. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- 2.25.3. This Service Guide does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.25.4. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- 2.25.5. The 911 calling party, by dialing 911, waives the privacy afforded by unlisted and unpublished service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.25.6. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.



#### 2.25. <u>Universal Emergency Telephone Number Service (911, E911)</u>, Continued

- 2.25.7. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.
- 2.25.8 Under the terms of this Service Guide, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

#### 2.26. Telecommunications Relay Service (TRS)

TRS enables Deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

- 2.26.1. The Company concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing and Voice Impaired as filed by the Illinois Telecommunications Access Corporation in its ILL.C.C. No. 3 tariff; (2) intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by the Illinois Telecommunications Access Corporation in its ILL.C.C. No. 4 tariff.
- 2.26.2 The Company extends this concurrence to any and all changes that may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL.C.C. No. 3 and ILL.C.C. No. 4 tariffs.
- 2.26.3 The Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.



# 2.27. ITAC Supplemental Charge

Pursuant to the Order dated April 29, 2021, of the Illinois Commerce Commission in Docket 21-015, the Company shall impose a supplemental charge of two cents per month per line of all Illinois telecommunications carriers, including wireless carriers (other than prepaid wireless carriers) and VoIP residential subscriber lines, a charge of 0.4 cents per VoIP business subscriber lines, a charge of 0.4 cents per line for all Centrex lines and a charge of 10 cents per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror the Company application of 9-1-1 charges. The assessment on prepaid wireless transaction is established at 0.07% of prepaid retail transactions, to be implemented by the Illinois Department of Revenue. These charges shall be effective with bills rendered or transactions occurring on or after July 1, 2021 or at the beginning of the first cycle after July 1, 2021.

#### 2.28. <u>Digital Divide Elimination Fund Program</u>

Digital Divide Elimination Fund Program is created as a special fund in the State Treasury to foster elimination of the Digital Divide. All monies in the Fund will be collected by the Company and reported to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

- 2.28.1 Customers wishing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the customer's monthly bill. This contribution shall not reduce the customer's total amount due for telecommunications services or other charges appearing on the bill
- 2.28.2 This contribution will be a line item on the bill and identified as the Digital Divide
- 2.28.3 Customers may elect to contribute \$.50, \$1, \$2, \$5, \$10, \$15 or \$25 per month per line.
- 2.28.4 Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days' notice by telephone or mail to the Company.
- 2.28.5 Failure by the customer in any month to remit the entire billed amount may reduce the contribution accordingly.



## **SECTION 3 - RATES AND SERVICES**

#### 3.1. Service Area

The Company will provide Local Exchange Service throughout the geographic area serviced by its underlying carrier(s), AT&T within the State of Illinois. The Company concurs in the exchange areas and boundaries listed in the applicable local exchange tariffs of the incumbent local exchange carrier (s).

## 3.2. <u>Timing of Calls</u>

Billing for calls placed over the network is based in part on the duration of the call.

- 3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all calls ends when the parties disconnect from the call.
- 3.2.3 Minimum call duration and additional increments for billing are specified in the description of each service.
- 3.2.4 No charges apply to incomplete calls.
- 3.2.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

## 3.3. Rate Periods

Company's services are not time of day sensitive. The same rate applies 24 hours per day, 7 days per week.



#### 3.4. Switched Service

The Company's Switched Service is offered to business and residential customers for both inbound and outbound, intraLATA, and interLATA, calling over standard switched lines. Calls are billed in six (6) second increments after an initial minimum call duration of eighteen *(18)* **seconds**. The following rates are not time of day sensitive or distance sensitive, and apply 24 hours a day, 7 days a week.

## 3.4.1 Switched Inbound Usage Rates

# BUSINESS DAY EVENING/NIGHT/WEEKEND

Mileage	Initial 18 seconds	Additional 6 seconds
All	.00255	.0085

## 3.4.2 <u>Switched Outbound Usage Rates</u>

# BUSINESS DAY EVENING/NIGHT/WEEKEND

Mileage	Initial 18 seconds	Additional 6 seconds
All	.00255	.0085



## 3.5. <u>Dedicated Service</u>

The Company's Dedicated Service is offered to business and residential customers for both inbound and outbound, intraLATA and interLATA, calling over dedicated access lines. Calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. The following rates are not time of day sensitive or distance sensitive, and apply 24 hours a day, 7 days a week.

## 3.5.1 <u>Dedicated Inbound Usage Rates</u>

# BUSINESS DAY EVENING/NIGHT/WEEKEND

Mileage	Initial 18 seconds	Additional 6 seconds
All	0.0237	0.0079

## 3.5.2. <u>Dedicated Outbound Usage Rates</u>

# BUSINESS DAY EVENING/NIGHT/WEEKEND

Mileage	Initial 18 seconds	Additional 6 seconds
All	0.0237	0.0079

This Service Guide is subject to change by the Company from time to time. Check Easton Telecom Services, L.L.C.'s web site for the most current version. This Service Guide reflects the version in effect as of April 29, 2021.



<u>SECTION 3 - RATES AND SERVICES</u> , Continued		



# 3.6. Recurring Charges

Customers will incur the following monthly Recurring Charges:

	SWITCHED ACCESS	DEDICATED ACCESS
Day 000 Niveshan	¢4.00	¢4.00
Per 800 Number	\$1.00	\$1.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$10.00	\$10.00
Authorization Code change/add/delete	\$5.00	\$5.00
Monthly Recurring Charge Per T-1	\$2,000.00	\$2,000.00
Monthly Billing Charge	\$5.00	\$5.00

## 3.7. Non-recurring Charges

Customers will incur the following Non-recurring Charges:

	SWITCHED	DEDICATED
	ACCESS	ACCESS
Per 800/888 Number	\$5.00	\$5.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$5.00	\$5.00
Authorization Code change/add/delete	\$0.00	\$0.00
Set and Installation Charge	\$1,500.00	\$1,500.00

## 3.8. Returned Check Charge

Returned Check Charge, per check

\$35.00

## 3.9. Late Payment Charge

Customers will be charged 1.5% per month of any amounts owed to the Company beyond the due date for such payment.

## 3.10. <u>Directory Listings</u>

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.



#### 3.11. Promotional Offerings

The Company may, from time to time, offer promotions that may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will notify the Commission of promotional offerings prior to the effective date of the promotion.

#### 3.12. Individual Case Basis (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this Service Guide provision will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Service Guide. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

## 3.13. Local Service - Application of Rates

#### 3.13.1. Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Service Guide. An application for service, whether made orally or in writing, establishes a contract between the Company and the Customer pursuant to the terms and conditions included within this Service Guide. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Customer, without the Company's written approval.

#### 3.13.2. Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls held for a fraction of a measurement increment are rounded-up to the next whole measurement unit.
- B. Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls starts with completion of connection to the person called or an acceptable substitute, or the PBX station called.



#### 3.13. <u>Local Service – Application of Rates</u>, Continued

#### 3.13.2. Charges Based on Duration of Use, Continued

- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives and off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed at the rates in effect at the origination of the call.
- E. All times refer to applicable central standard or central daylight time.

## 3.13.3. Rates Based Upon Distance, Continued

Where charges for a service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Telecordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

The airline distance between any two rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore Document.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step (b) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- G. FORMULA:

The square root of: (V1-V2) + (H1-H2)



#### 3.14. Service Area

#### 3.14.1. Exchange Access Service Area

Exchange access services are provided in limited geographic areas. Exchange access services are available only in the following geographic locations:

Ameritech's service areas throughout Illinois.

The Company's service area description above in no way compels the Company to provide any service in an area where facilities or other extenuating factors limit the Company's ability to provide such services.

#### 3.14.2. Company Defined Access Areas

Company provided Exchange Access Services are offered in three general access areas. Customers are grouped into either Access Area A, B, or C (determined by the exchange in which the Customer's premises is located) as those areas are described Illinois Bell Telephone's ILL C.C.NO.20, Part 4 -- Section 5, Paragraph 5.6.

## 3.15. Exchange Access Service

#### 3.15.1 General

Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this Service Guide:
- C. access certain interstate and international calling services provided by the Company;
- E. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. access services provided by other common carriers that interconnect with the Comp any pursuant to tariff, contract or in some other Company



# 3.15. Exchange Access Service, Continued

#### 3.15.2 Service Ordering Charges

Service ordering charges are applied to customers upon a request for service and when a customer requests subsequent changes in his/her service which require facility changes, software changes, and/or customer account changes.

#### 3.15.3 Service Ordering Charges -- Rate Schedule

#### SERVICE ESTABLISHMENT CHARGE

This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly or installation charge that is associated with the service the Customer orders.

-Per Order	\$ 51.00	
-Per Visit	\$100.00 (1	hour)
-After Hours	\$160.00 (1	hour)

#### **NRC**

	Residence	Business
Line Connection	\$ 20.00	\$55.00
Service Order	\$ 29.00	\$40.00
Feature Add or change	\$ 5.00	\$ 5.00
Record work only	\$ 5.00	\$ 5.00
Remote Call Forwarding	\$ 15.00	\$15.00

## 3.15.4 Federal Access

Charges for End User Common Line and Access Recovery concur with those filed in Ameritech Tariff FCC 2 4.1.7 (A) and (B).

Charges for Federal Universal service Surcharge can also be found in Ameritech Tariff FCC 2 4.1.7 (D) (1).



### 3.15. Exchange Access Service, Continued

#### 3.15.5. <u>Basic Exchange Access Service</u>

Basic Exchange Access Service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's, or the Company's designated Carrier's, central office. Basic Exchange Access Service provides the customer with access to the switched network for purposes of placing and receiving calls.

Basic Exchange Access Service Customers are entitled to a voice-grade communications channel. Basic Exchange Access Customers are not guaranteed any other facility requirement, specifically, Customers are not guaranteed a communications path capable of supporting data transmissions.

# 3.15.6. <u>Basic Exchange Access Service – Rate Schedule</u>

Rates for Basic Exchange Access Services are based upon class of service (as set forth in this Service Guide's "Definitions" section) and access area. All rates in this section are applied monthly unless specifically identified otherwise.

### Access Area Per Line

	<u>Area A</u>	<u>Area B</u>	<u>Area C</u>
Residential Single Line Residential Multi-line	\$14.75	\$17.75	\$20.75
Business Single Line Business Multi-line	\$186.20 \$186.20	\$186.20 \$186.20	\$186.20 \$186.20
P.B.X. Trunk	\$186.20	\$186.20	\$186.20

These charges apply to Basic Exchange Access Services in addition to the charges found in this Service Guide.



# 3.15. Exchange Access Service, Continued

#### 3.15.7. Additional Charges Applied to Basic Exchange Access Services

In addition to the charges for Basic Exchange Access Services, the following charges apply to each individual Exchange Access Service line unless otherwise specified:

- A. The rates set forth in 3.15.4 Federal Access shall apply in addition to Basic service rates.
- B. The 911 telecommunications Service Surcharge
- C. ITAC supplemental Charge as set forth in 2.27 above.
- D. Any applicable municipal, state or federal taxes, franchise fees or other charges.
- E. Casual Traffic charges that are derived from third party calls (e.g., 10XXX, 900/976, third party calls initiated by Customer through the Company's system) and trafficked over the Company's system.



#### 3.16. Local Usage Service

#### 3.16.1. General

Local usage services provide customers subscribing to the Company's Exchange Access Service the ability to place calls to and receive calls from customers located in the Company's Local Usage Service Area.

### 3.16.2. Local Usage Service Area

The Company's Local Usage Service Area is separated into three distinct rate categories or "rate bands" all encompassed within MSA 1. Local Usage Services are grouped into three rate bands defined as Rate Bands A, B, and C. Rate Bands A, B, and C define the approximate mileage of the call with Band A calls being calls of the shortest distance and Band C calls being the longest. Any local call made from an exchange within which the Company provides Exchange Access Services to another exchange within which the Company provides Exchange Access Service will be rated as either Band A, B, or C. Usage charges vary by band and provide for calling on a timed basis for all calls. Usage bands (A, B, and C) are listed by originating district in Illinois Bell Telephone's ILL C.C. No. 20, PART 4, -- Section 2, Paragraph 4.4 (G).

# 3.16.3. Local Usage Service -- Rate Schedule

All Local Usage Service Rates are applied per *minute* of use as follows unless otherwise specified:



# 3.16. Local Usage Service, Continued

# 3.16.3. Local Usage Service -- Rate Schedule, Continued

# **Residential Local Usage Service**

Local usage originating via a Company provided, Residential Exchange Access Service

		Local Usage Bands		
		Band A	Band B	Band C
Peak	Initial Min.	\$.25	\$.25	\$.55
Add'l Min.	N/A	\$.25	\$.25	\$.55

# **Business Local Usage Service:**

Local usage originating via a Company provided, Business Exchange Access Service to business customers

	Local Usage Bands		
	Band A	Band B	Band C
Initial Minute	\$.43	\$.43	\$3.84
Add'l Min.	\$.43	\$.43	\$3.84

All Local Usage Service Rates are applied per minute of use as follows unless otherwise specified

Loca	Local Usage Bands		
Band A	Band B	Band C	

# Operator Assisted Local Usage:

Local usage originating via a Company provided, Exchange Access Service utilizing the assistance of either an automated or live operator.

Residential	Initial Min.	\$.0365	\$.0745	\$.30
	Add'l Min.	\$.0094	\$.0215	\$.30
Business	Initial Min.	\$.43	\$.43	\$.3428
	Add'l Min.	\$.43	\$.43	\$.3428



### 3.17. Optional Exchange Access Service Enhancement Features

# 3.17.1. General

Services in this section may be purchased in addition to a Company provided Exchange Access Service. These features are available only when purchased in combination with a Company provided Exchange Access Service.

#### 3.17.2. Optional Exchange Access Service Enhancement Features -- Rate Schedule

Rates in this section are applied on a monthly basis unless specified:

		Residence	<u>Business</u>
CALL WAITING		\$10.77	\$27.27
Provides a tone signal second call is coming in line.			
CALL FORWARDING-Va	riable	\$10.29	\$27.27
Permits a customer to au transfer all incoming calls dialable telephone number	to another		
THREE-WAY CALLING		\$10.29	\$25.91
Adds a third party to an econnection without assistance.	established operator		
SPEED CALLING	- 8 Number List - 39 Number List	\$10.99 NA	\$20.72 \$8.57

Allows a customer to call other telephone numbers by dialing a code rather than the complete telephone number.



### 3.17 Optional Exchange Access Service Enhancement Features, Continued

Per	Per
<u>Activation</u>	<u>Activation</u>
\$4.00	\$4.00

This feature will, upon successful customer activation, automatically trace the telephone number of the line used for the last call received by the Customer. Call Trace is provided to customers whose local Telephone Exchange Service includes only Residence lines. The company will not provide the traced number to the customer, but it will be provided to law enforcement officials upon written request of the customer.

#### DISTINCTIVE RINGING

**CALL TRACE** 

\$2.50

\$2.50

This feature allows a customer to designate up to ten telephone numbers from which incoming calls will have a distinctive ring. For customers with call waiting, a distinctive call-waiting signal will be received if a call from one of the designated telephone numbers is waiting.

#### **CALL SCREENING**

\$10.29

NA

\$4.90

\$2.54

Customer can designate 10 numbers from which incoming calls will be connected to a pre-recorded announcement that calls are not being taken now.

	Residence	<u>Business</u>
CALLER ID	\$10.77	\$37.27

This Central Office feature provides for the display of the incoming telephone number on a customer provided display device attached to the customer's telephone or answering machine with a built-in display screen. The Caller ID feature will forward the calling number from the appropriately equipped terminating central office to the customer provided display device. The Company will forward all telephone numbers subject to technical limitations.

#### CALLER ID WITH NAME

This Central Office feature is only offered to customers being served by appropriately equipped central offices and subscribing to caller ID. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a customer provided display device. The company will forward all calling names subject to technical limitations.



#### 3.17 Optional Exchange Access Service Enhancement Features, Continued

#### **MULTI RING SERVICE**

Multi ring service is a local exchange telecommunications service that enables a customer to have as many as three telephone numbers associated with a single line. Customers subscribing to this service will be able to receive calls dialed to two or three separate numbers without having a second or third access line. Distinctive ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to customers subscribing to the Call Waiting feature of Custom Calling Service.

1st Additional MRS Number	\$10.50	\$4.90
2nd Additional MRS Number	NA	\$4.90
	Residence	<u>Business</u>
BUSY LINE TRANSFER	\$ <mark>.4</mark> 5	\$.58

In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined telephone number served by the same central office switch, or provides inter-switch forwarding to a predetermined, dialable telephone number where technically available. If incoming calls are transferred to a number served by the same or a different central office switch, multiple calls will be transferred simultaneously provided that there are sufficient facilities to accept the calls. This feature is not compatible with Call Waiting or Direct Inward Dialing Service.

#### **ALTERNATE ANSWERING** \$.40 \$.58

In the event that the telephone number is not answered within the Company designated parameters, normally three to four rings, this feature automatically forwards incoming calls to a predetermined, or a different central office switch, multiple calls will be transferred simultaneously provided that are sufficient facilities to accept the calls.

#### **MESSAGE WAITING TONE** \$.30 \$.30

Allows an audible signal, stutter dial tone, to be present on the line when a message is waiting.



# 3.17 Optional Exchange Access Service Enhancement Features, Continued

	Residence	<u>Business</u>
BUSY LINE TRANSFER, ALTERNATE ANSWERING, MESSAGE WAITING TONE	\$.98	\$.98

Allows access to all three services.

#### **CUSTOMER CONTROL OPTION**

Allows the customer to activate/ deactivate the Busy Line Transfer and Alternate Answering features and to change the number to which the calls are forwarded.

Busy Line Transfer	NA	\$.98
Alternate Answering	NA	\$.98
EASY CALL	\$4.90	\$4.90

Provides automatic dialing of a number when the customer's line is taken off-hook, at 7 second intervals.

#### SPECIAL DELIVERY SERVICE \$.15 \$.15

When a busy or don't answer condition exists on an outgoing call, this feature automatically forwards the calling party to a pre-determined telephone number.

	<u>Residence</u>	<u>Business</u>
CALL CONTROL	\$7.95	N/A

Available with Residence Basic Exchange Access Service and Residence ISDN service. Customer has the ability to screen outgoing call, then block or allow calls. This feature can be activated and deactivated and provides a PIN number to the subscriber. Customer can block long distance, Operator Assisted, specific telephone numbers, prefix and/or area codes, and/or all outgoing calls.



# 3.17 Optional Exchange Access Service Enhancement Features, Continued

#### REMOTE CALL FORWARDING

First	\$49.71	\$49.71
Second	\$49.71	\$49.71

Remote Call Forwarding (CO Based), provides a method to automatically transfer all incoming calls to another dialed number at all times. The dialable number is user defined. The dialed number can be either 7 or 10 digit numbers (POTS) and can be changed via a service order. No physical telephone is required at the subscribed dialed number. Multiple simultaneous call paths can be provided, with each additional path priced at the rates above. (Business Service Ordering and Line Connection Charges apply.)

	Residence Per Activation	Business Per Activation
AUTOMATIC CALL BACK	\$3.00	\$3.00

Allows a customer to return most recent incoming calls whether answered or not. If the line to which the request is made is idle, the call goes through, if the line is busy, the automatic callback continues to attempt until the line is free. The request is deactivated after 30 minutes or six unanswered ring backs if the call is not completed.

REPEAT DIALING \$.75 \$.75

Allows a Customer, by dialing a particular code, to redial a dialed number a specified number of times or until a party answers the call.

#### 3.18. Operator Assistance Surcharges

#### 3.18.1. <u>General</u>

Operator Assistance Surcharges apply when a customer utilizes either an automated or live Company operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to local usage or long distance usage services as identified in this Service Guide.

	Residence	<u>Business</u>
SENT - PAID/OPERATOR ASSISTED	\$1.05	\$1.05

Operator assistance provided to stations capable of accepting pre-payment by terms of coin or non-calling card credit arrangements.



#### 3.19. <u>Directory Services</u>

#### 3.19.1. General

Directory services allow customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or are used by dialable directories and Company operators. This section applies only to services provided by the Company. (See Sections of this Service Guide pertaining to the Company's liability for customer information and its appearance in a public directory.)

# 3.19.2. Directory Services -- Rate Schedule

Residence Business

# ALPHABETICAL DIRECTORY LISTING

One listing, without charge, is provided in the alphabetical section of the directory of the local exchange area in which the Customer's premises is located. This listing is termed the primary listing and is provided for each line provided pursuant to the Company's Exchange Access Service. Where two or more lines are arranged to hunt, all of those lines so arranged constitute a separate Customer Service.

#### **EXTRA LISTINGS**

An Extra Listing is any listing of a name or information in connection with a Customer's access line number beyond that provided pursuant to the Alphabetical Directory Listing Service provided above.)

Per Month for each listing: \$1.50 \$6.00 Residence Business

# **PRIVATE LISTING**

A telephone number that is not listed in either the directory assistance records or the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers.

Per Month for each listing: \$3.45 \$4.25



#### 3.19 <u>Directory Services</u>, Continued

3.19.2 Directory Services -- Rate Schedule, Continued

#### **SEMI-PRIVATE LISTING**

A telephone number that is not listed in the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers. The telephone number is listed in the directory assistance

# SECTION 3 - RATES AND SERVICES, Continued

records and will be furnished upon request of the calling party.

Per Month for each listing: \$2.75 \$3.50

Residence Business

#### **DIRECTORY ASSISTANCE CALL**

D.A. Call services furnish the customer with either automated or operator assisted access to the Company's Directory Services database on a dial-up basis. A maximum of two number requests will be accommodated per D.A. Call Service call.

Per Call \$2.49

# **INFORMATION CALL COMPLETION**

Information Call Completion (ICC) is available as an add-on to the Company's D.A. Call Service. ICC allows the customer to connect directly to a number requested via the Company's D.A. Call service by means of operator dialing.

Per Call Completed \$2.49 \$2.49

Mobile telephone service customers will only be eligible for ICC service if an alternate billing option is used, i.e., calling card, billed-to-third number, collect and person-to-person special handling. However, should a mobile carrier request the option, the Company will provide ICC to a mobile carrier on a sent-paid basis.



### 3.20. <u>Direct Inward Dial (DID) Service</u>

#### 3.20.1. <u>General</u>

DID is a service which permits incoming dialed calls to be dialed directly by a calling party station associated with a switching system located on the Carrier's Customer Premises. These lines support inbound calling traffic only.

DID Service is provided subject to the availability of facilities and may only be furnished from properly equipped central offices.

DID Service will be provided at the rates and charges specified in the Price Section. These rates and charges are in addition to those for P.B.X..

The customer shall be responsible for providing interception of calls to assigned, but unused, DID numbers by means of attendant intercept or recorded announcement service.

All DID calls must be routed over the same P.B.X. trunk group. Trunks arranged for DID Service may not be mixed with trunks not so arranged within the same trunk group.

Outgoing calls may not be placed over P.B.X. trunks arranged for DID Service.

The Company shall not be responsible to the customer if necessary changes in protection criteria or in any of the facilities, operations, or procedures of the Company render any facilities provided by a customer obsolete or make modification of customer's equipment necessary.

DID Service is designed for voice communication and not for the transmission of data. When used for data transmission adequate transmission quality cannot be assured.

#### **A.** DID service from a remote Central Office.

DID service is offered from a remote central office in accordance with the preceding paragraphs, except as provided below in this section. Mileage charges apply in addition to the rates specified in Prices following. Mileage charges are those specified for Foreign District Service, Foreign Exchange Service, or Foreign Central Office Service in Part 4, Section 3 as appropriate.



# 3.20. Direct Inward Dial (DID) Service, Continued

### 3.20.1 General, Continued

- B. Two-Way Direct Inward Dialing (DID) With Call Transfer
  - 1. 2-Way Direct Inward Dialing (DID) With Call Transfer is a Central Office based service that permits incoming calls to reach customer provided equipment, without the assistance of an attendant, and allows the transfer of those calls to another line through the use of an incoming/outgoing trunk facility. The transfer capability makes it possible to disconnect after transferring the call, freeing the DID facility for additional incoming calls. The trunk may also be used to place outgoing calls. This service is provisioned with E&M signaling and a 4 wire connection at the customer's premises. Touch-Tone is a standard feature of this service.
  - 2. Trunks arranged for 2-Way DID With Call Transfer service may not be combined with trunk groups arranged to provide Direct Inward Dialing (DID) service. Overflow of calls between the arrangement is not permitted. 2-Way DID With Call Transfer is provided from Central Offices equipped to provide this service and subject to the availability of facilities. Customers are required to sign a confirmation of order for 2-Way DID With Call Transfer.

### 3.20.2. Rates

	Business	
	Monthly Rate	Non Recurring Charge
DID Trunk Termination Charges		
Each DID trunk termination in central office, per trunk	\$144.06	\$32.95
Subsequent additions, deletions or rearrangements of DID trunk terminations in addition to above charges, per occasion.	N/A	\$276 22
onarges, per occasion.	11/7	Ψ210.22



# 3.20. Direct Inward Dial (DID) Service, Continued

3.20.2 Rates, Continued

В	usiness	

Non
Monthly Recurring
Rate Charge

# **DID Number Charges**

Each group of 10 assigned DID station numbers or fraction thereof, each group

\$20.58

N/A

#### **DID Service from a Remote Central Office**

Each new installation, addition, or rearrangement of trunks that provide DID service from a Remote Central Office, per occasion.

N/A

50.61

# 3.20.3 2-Way Direct Inward Dialing (DID) with Call Transfer – Rate Schedule

	Business	
	Monthly Rate	Recurring Charge
Access Area A		
With initial DID Service     per Trunk Group	N/A	\$175.00
Subsequent to Establishment of DID Service     per Trunk Group	N/A	\$175.00
2-Way DID Trunk with Call Transfer	\$65.66	



# 3.20. <u>Direct Inward Dial (DID) Service</u>, Continued

3.20.3 2-Way Direct Inward Dialing (DID) with Call Transfer -- Rate Schedule, Continued

# **Access Area B**

Transfer

With initial DID Service     per Trunk Group	N/A	\$175.00
Subsequent to Establishment     of DID Service     - per Trunk Group	N/A	\$175.00
3. 2-Way DID Trunk with Call Transfer	\$65.66	
Access Area C		
With initial DID Service     per Trunk Group	N/A	\$175.00
Subsequent to Establishment     of DID Service     per Trunk Group	N/A	\$175.00
3. 2-Way DID Trunk with Call		

\$65.66



# 3.20. <u>Direct Inward Dial (DID) Service</u>, Continued

3.20.3 2-Way Direct Inward Dialing (DID) with Call Transfer – Rate Schedule, Continued

	Business	
	Monthly <u>Rate</u>	Non Recurring Charge
Service establishment – All Areas		
<ol> <li>Change in Outpulsing, Start         Dial or Signal Type         - per Trunk Group     </li> </ol>	N/A	\$28.50
Change or Redesign in Signaling or Transmission Interface     per Occurrence	N/A	\$150.00
Conversions All Areas		
<ol> <li>Of entire DID Trunk Group to 2- Way DID or entire 2-Way DID Trunk Group to DID</li> </ol>	N/A	\$300.00
<ol> <li>Of individual DID trunks to a new</li> <li>2-Way DID Trunk Group, per</li> <li>Trunk Group</li> </ol>	N/A	\$175.00
<ol><li>Change in Outpulsing, Start Dial, or Signal Type, per Trunk Group</li></ol>	N/A	\$28.50
Change or redesign in Signaling     or transmission Interface     per Occurrence	N/A	\$150.00



### 3.21. Miscellaneous Services

•	MISCENANIEOUS SELVICES	Monthly Rate	Non Recurring Charge
	TOLL RESTRICTION SERVICE		
	Toll Restriction Service will not allow inter-MSA 1+, 0+, 0-, 10XXX, or 700 calls to be completed.		
	- per line equipped	\$5.83	
	Toll billing exception that prevents third number billed and collect call is also a customer option.		
	900 SPECIAL ACCESS CODE BLOCKING	\$0.00	
	Blocks access from a company provided Exchange Access Service to customer dialed 900 numbers. Service order charges apply		
	976 PREFIX BLOCKING SERVICE	\$0.00	
	Blocks access from a company provided Exchange Access Service to customer dialed 976 numbers.		

Access Service to customer dialed 976 numbers.
Service order charges apply

# INTERCEPT REFERRAL EXTENSION SERVICE/ TEMPORARY INTERCEPT

Provides notification to calling parties about changes in the status of the called party's telephone line. (An Add / Change Charge applies to add or change the length of months requested)

Activation of the initial 10 intercept stations or fraction thereof, per occasion \$49.00

Activation of each additional intercept station, beyond the initial 10, per occasion \$4.00

Per intercept station \$3.00



### 3.22. Exchange Access Services

### 3.22.1. COMPLETELINK® 2.0

### A. Description

CompleteLink® 2.0 is an optional access line and usage plan. CompleteLink® 2.0 requires Illinois local access and local usage and Includes Caller ID. CompleteLink 2.0 Local Exchange Access Line rates are available where facilities and operating conditions permit and only apply on qualifying measured service Business Local Exchange Access Lines as determined by the Company. Other class of service lines or types must be established on a separate account and billedseparately.

#### **B. Terms and Conditions**

- 1. Customer's rates increase annually in April of every year
- 2. Customer may sign a contract in order to get an installation discount. OR
- 3. There is no non-recurring service charge or set-up charge to establish a CompleteLink® 2.0 line. Recurring and non-recurring charges will apply for the installation and use of any newly installed CompleteLink® 2.0 contributory or eligible services, with exceptions as noted elsewhere within this product quidebook
- 4. CompleteLink 2.0 Local Exchange Access Lines and Local Usage are billed at the rates listed in paragraph a.1, Prices.
- 5. Applicable local, state, and federal charges; taxes; 911 fees; and the End User Common Line charge are in addition to the line prices listed in paragraph C, Prices.

#### C. Prices

1. Service Elements

Access Area A, B C	All Term Lengths MRC 54.75
	MRC
	7.60
	8.00



# 3.22. Exchange Access Services, Continued

### 3.22.2. BUSINESS Line Saver

### A. Description

Easton Business Local Calling (BLC) is an optional Business package offer that provides (2) line option packages which include varying combinations of a network access line, choice of local usage (Band A and Band B) plans, select vertical features, and Hunting (optional). Additional vertical feature options are also available.

#### B. Terms and Conditions

- 1. Easton Business Local Calling is available to Business customers who agree to a 12-Month or on a Month-to-Month basis at prices as shown in paragraph G, Prices.
- 2. Easton Business Local Calling is not available on FX Service, Remote Switching Service, WATS access lines, PBX Trunks, Centrex, ISDN, or 800 Services.
- 3. EASTON Business Local Calling is only available where facilities and equipment are available.
- 4. All lines in an EASTON Business Local Calling account must be subscribed to a line option package as listed in paragraph G, Prices. Multiple options per account are permissible.
- 5. Lines subscribed to EASTON Business Local Calling cannot be subscribed to any other optional local calling plans.
- 6. An EASTON Business Local Calling plan is not transferable to, nor may it be assumed by a customer or customers other than the customer of precord.



# 3.22 Exchange Access services, Continued

### 3.22.2 BUSINESS Line Saver, Continued

- 7. EASTON Business Local Calling line option packages contain certain core components as well as a variety of optional components. Optional components are included in the EASTON Business Local Calling line option prices and are activated at the customer's discretion. There is no reduction in price for any optional feature not activated. Optional features selected for activation by the customer are provided on a per line basis. Core components are not optional and cannot be removed from the package.
- 8. Certain stand-alone vertical features not designated as either core or optional components in any line option package may be added on an a la carte basis at the rate listed in paragraph E, Prices. These stand-alone vertical features are limited to Three-Way Calling, Call Forwarding, Call Waiting, Speed Calling 30, Repeat Dialing, Automatic Callback, and Call Screening. Other stand-alone features may be added on an a la carte basis at their individual rates.
- 9. A customer may subscribe to multiple agreements for EASTON Business Local Calling at the same time, but a number may only be included under one agreement.
- 10. Customers will receive a waiver of normally applicable Service Ordering and Line Connection nonrecurring charges (NRCs) associated with the establishment of all Local Exchange Access Lines that are subscribed to Easton Business Local Calling, as well as a waiver of NRCs, if applicable, associated with vertical features ordered at the time of initial subscription to Easton Business Local Calling. Service charges associated with changing to/from Hunting service, if applicable, are also waived for EASTON Business Local Calling customers. Standard NRCs will apply to stand alone features added to an existing EASTON Business Local Calling account when such features are added subsequent to the initial subscription. This waiver of NRCs is not applicable for customers subscribing to a Month-to-Month plan.
- 11. Customer may purchase Business Local Calling 1-19 line package for a 12-month term via a written or oral agreement. The agreement will automatically renew in successive 12-month terms unless, prior to expiration of the then-existing term, either party (Customer or Company) provides the other 30-days written notice that it does not wish to renew the agreement. Absent such notification, a new 12-month agreement subject to the same rates, terms and conditions will commence on the expiration date of the then-current term.
- 12. Applicable local, state, and federal charges; taxes; 911 fees; and the End User Common Line charge are in addition to the line option prices listed in paragraph E, Prices.



### 3.22. Exchange Access Services, Continued

#### 3.22.2 BUSINESS Line Saver, Continued

- 13. If a customer does not commit to a new term plan or an alternate plan by the last date of the existing term plan, the customer's existing EASTON Business Local Calling plan, discounts and rates will terminate and the customer's services will be billed at the Month-to-Month rates as shown in paragraph E.
- 14. Lines subscribed to an EASTON Business Local Calling account cannot be placed on Temporary Suspension.

### C. Line Option Packages

"<u>Unlimited A" (Option A) - Core Components</u>: Network Access Line, Unlimited Local Usage, Caller ID and Caller ID With Name, Three-Way Calling, Call Forwarding. Optional Components: Call Waiting, Speed Calling 30, Repeat Dialing, Automatic Callback, Call Screening, Alternate Answering, Busy Line Transfer, Message Waiting Indication, and Hunting.

<u>"Unlimited B" (Option B) - Core Components</u>: Network Access Line, Unlimited Local Usage, Caller ID and Caller ID With Name. Optional Components: Alternate Answering, Busy Line Transfer, Message Waiting Indication, and Hunting.

"Block Of Time 150" (Option C) - Core Components: Network Access Line, Local Usage 150 minute Block of Time (BOT), Caller ID and Caller ID With Name. Optional Components: Alternate Answering, Busy Line Transfer, Message Waiting Indication, and Hunting. Local minutes of use in excess of the 150 minute allowance are charged at the rate listed in paragraph E, Prices. Minutes used will be rounded up to the next whole minute per call.

"Measured" (Option D) - Core Components: Network Access Line, Local Usage measured on a per minute of use basis , Caller ID and Caller ID With Name. Optional Components: Alternate Answering, Busy Line Transfer, Message Waiting Indication, and Hunting. Local usage minute of use rate charged is as listed in paragraph G, Prices.



# 3.22 Exchange Access services, Continued

#### 3.22.2 BUSINESS Line Saver, Continued

### D. Termination Liability and Shortfall

- 1. Except as provided for elsewhere in this product Guidebook, customers who terminate their entire EASTON Business Local Calling account prior to completion of the selected term period are subject to termination charges. For Term Payment Plans (TPPs) the termination charges are equal to \$15.00 times the number of months remaining on the term commitment times the number of lines subscribed to on the initial order.
- 2. Termination charges are not applicable if, during the term period:
  - a. the customer converts to another Company access and local usage plan with a term equal to or greater than the time remaining on the EASTON Business Local Calling term plan. or
  - b. the customer converts to an upgraded technology with the Company (i.e. network access lines to PBX Trunks, Centrex, ISDN Prime) and commits to a term equal to or greater than the time remaining on the EASTON Business Local Calling term plan. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this clause; or
  - c. the customer chooses to terminate their agreement and to negotiate a new EASTON Business Local Calling agreement with a term period greater than the time remaining on the existing EASTON Business Local Calling agreement. The new service agreement will be based on the term plan rates in effect at the time of establishing the new agreement.
  - d. An EASTON ILEC Service provided under a Business Local Calling Agreement is migrated to a qualifying EASTON Business Voice over IP (BVoIP) Service or to a qualifying EASTON Mobility Service (referred to collectively as the "Replacement Service"), then the Early Termination Charge associated with the Terminated ILEC Service will be waived provided:



# 3.22. Exchange Access services, Continued

#### 3.22.2. BUSINESS Line Saver, Continued

# D. Termination Liability and Shortfall, Continued

2. Termination charges are not applicable if, during the term period: , Continued

#### d. Continued

- 1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 3 months;
- 2) the term of the Replacement Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- 3) the Replacement Service is installed or available at the same Customer sites as the Terminated ILEC Service;
- 4) the Replacement Service is contracted for in the same relative quantity(ies) as those Terminated ILEC Services being displaced, and
- 5) activation of the Replacement Service at the Customer sites or for Customer use such Customer Sites occurs within 90 days of termination of the ILEC Service at that site.

It is at the Company's sole determination whether a product change satisfies these requirements.

3. For customers who initially subscribe to 20+ lines: in any month during the term of an EASTON Business Local Calling agreement if the customer's total number of subscribed lines falls below 80% of the number of lines subscribed to on the original agreement, a shortfall adjustment charge will be applicable and will appear on the customer's bill for each of those months. This shortfall adjustment charge is equal to \$10.00 times the number of lines below the 80% requirement.



### 3.22. Exchange Access services, Continued

#### 3.22.2 BUSINESS Line Saver, Continued

#### E. Prices

Service Elements	Non Recurring
Installation charge per line	\$50.00

Price Level	Line Option	Month to Month	<u>1-Year</u> Term
Option A Option B Option C Option D		127.00 147.00 109.00 102.00	70.00 65.00
			Monthly Rate

Vertical Features Listed in paragraph B.9, per feature, per line \$5.00

Option C Local Usage Per Minute Charge in Excess of 150 Minutes
Option D Local Usage Per Minute Charge
. 024
030

#### 3.22.3. Easton Business POTS

#### A. Description

**Easton Business POTS** (EBP) is a Business service that provides a network access line, local usage of not more than 1500 minutes of use, Caller ID, Caller ID/Name. Call Forward, 3 way calling and Hunting (where available)

#### B. Terms and Conditions

- 1. EASTON Business POTS is only available where facilities and equipment are available.
- 2. Lines subscribed to EASTON Business POTS Local Calling cannot be subscribed to any other optional local calling plans.
- 3. Easton Business POTS is not available on FX Service, Remote Switching Service, WATS access lines, PBX Trunks, Centrex, ISDN, or 800 Services.
- 4. EASTON Business POTS lines include features where available can be activated at the customer's discretion. There is no reduction in price for any optional feature not activated.



# 3.22. Exchange Access services, Continued

### 3.22.3. Easton Business POTS, Continued

- 5. Optional features selected for activation by the customer are provided on a per line basis and are charged a service order Charge for each activation change added or removed
- 6. Applicable local, state, and federal charges; taxes; are in addition to the line prices listed in paragraph D, Prices.

# C. Termination Liability and Shortfall

Except as provided for elsewhere in this product Guidebook, customers who terminate their EASTON Business POTS service within 3 months of opening the account and who did not pay a non-recurring charged will be charged a nonrecurring charge to terminate lines.

D. Prices	Non recurring charge	Monthly Recurring
Service Order Business Line Cost Feature Service Line Cost E911	7.50	\$46.75 \$7.50 \$ .50
Directory Listing Non Pub Service Additional Listing		\$7.50 \$7.50
Usage that exceed 1500 will	be charged <u>Initial Minute</u> \$.015	Addl Minute \$.015



#### SECTION 4. SPECIAL ARRANGEMENTS

#### 4.1. General

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs or service guides, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; (4) combinations thereof.

# 4.2. <u>Basis for Computing Rates for Special Arrangements</u>

The costs referred to in 4.1 preceding may include one or more of the following items to the extent they are applicable:

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



#### SECTION 4. SPECIAL ARRANGEMENTS, Continued

#### 4.3. <u>Termination Liability for Special Arrangements</u>

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer as follows:

- A. the termination liability period is the estimated service live of the facilities provided,
- B. the amount of the maximum termination liability is equal to the estimated amounts for:
  - i. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - (a) equipment and materials provided or used,
    - (b) engineering, labor, and supervision,
    - (c) transportation, and
    - (d) rights of way;
  - ii. license preparation, processing and related fees;
  - iii. Service Guide preparation, processing and related fees;
  - iv. cost of removal and restoration, where appropriate; and
  - v. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable liability method apples to calculations regarding the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 4.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 4.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of facilities provided. This product is adjusted to reflect applicable taxes.

#### 4.4 Other Special Arrangements

#### 4.4.1 Special Promotional Offering

<u>Introductory Promotion</u>: Customers will receive a service fee waiver equal to the service establishment charge detailed in the Rates and Services section.