

Issue Date: January 21, 2020

Effective Date: February 17, 2020

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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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CONTERRA ULTRA BROADBAND, LLC

TSP 00735

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO  
LOCAL AND INTEREXCHANGE LONG DISTANCE COMMUNICATIONS SERVICES  
WITHIN THE STATE OF LOUISIANA

This tariff contains the descriptions, regulations, and rates applicable to the resale of Local and Interexchange Long Distance Communications Services offered by Conterra Ultra Broadband, LLC within the State of Louisiana. The Company has principal offices at 2101 Rexford Road, Suite 200E, Charlotte, NC 28211, telephone number (800) 634-1374. This tariff is on file with the Louisiana Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business.

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CHECK SHEET

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SYMBOLS SHEET

- C - To signify Changed Regulation
- D - Delete or Discontinue
- I - Change Resulting in an Increase to a rate
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a rate
- S - Matter Appearing Elsewhere or Repeated for Clarification
- T - Change in Text but No Change to Rate or Charge
- V - Signifies Vintage Tariff
- Z - Correction

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TARIFF FORMAT SHEET

- A. Page numbering - Page numbers appear in the upper right-hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, new pages added between pages 14 and 15 would be 14.1.
- B. Page revision numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Commission allows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence -There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists contained in the tariff, with a cross reference to the current revision number. When new pages are added the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.



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SECTION 1 - DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

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

Company – Conterra Ultra Broadband, LLC

Common Carrier – An authorized company or entity providing telecommunications service to the public.

Commission – The Louisiana Public Service Commission

Customer - The person, firm, corporation or other entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer or End User.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Telecommunications – The transmission of voice, data, facsimile, signaling, metering, or other similar communications.

WAN: Wide Area Network

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This Tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by Company for telecommunications between points within the State of Louisiana. Company's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.
- 2.1.2 Company's services may be provided over the telecommunications channels, facilities or services of other facilities-based carriers and may involve the resale of services of underlying Common Carriers.
- 2.1.3 The rates and regulations contained in this Tariff apply only to the services furnished by Company to the Customer and do not apply to lines, facilities, or services used in accessing the services of Company that are not provided by Company.
- 2.1.4 The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities and may use other Common Carriers in addition to or in lieu of Company.
- 2.1.5 All terms, conditions and services listed in this tariff are governed and interpreted according to the Laws of Louisiana.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Use of Services

- 2.2.1 Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Company'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.
- 2.2.3 Company's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.
- 2.2.4 Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.5 Company's services may be cancelled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Liability of the Company

- 2.3.1 Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations set forth herein.
- 2.3.2 The liability of the Company for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any 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 Tariff charge for the service involved. Under no circumstances shall the Company be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.3.3 Company shall not be liable for any act or omission of any connecting carrier, underlying carrier, or incumbent local exchange company; for acts or omissions of any other providers of connections, facilities, or service other than the Company; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.3.4 Company shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment of instruments, apparatus and associated wiring furnished by the Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Company's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Company.
- 2.3.5 Company shall not be liable for any unlawful or unauthorized use of Company's facilities and service, unless such use results solely from the negligence or willful misconduct of Company.
- 2.3.6 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Force Majeure

2.4.1 Except as provided in Sections 2.4.2 through 2.4.4 below, and notwithstanding any provision or inference to the contrary contained in this Tariff, neither party shall be liable for any failure or suspension of performance due to an act of God; fire; explosion; local, state or federal government action; unusual shortage of materials; strike or other labor unavailability; riot or war (individually, a "force majeure event"). The party claiming relief under this section shall exercise reasonable efforts to minimize the time of any failure or suspension of performance hereunder and promptly notify the other party of the occurrence of the force majeure event. Notwithstanding the foregoing, in no event shall a failure to pay sums required pursuant to this Tariff or any service order(s) be deemed, or postponed by, a force majeure event.

2.4.2 If a failure of performance arising out of a force majeure event shall be solely on the part of Customer and shall be for thirty (30) days or less, then the affected service shall remain in effect and Customer shall remain liable for all charges therefore. If such failure of performance by Customer shall be in excess of thirty (30) days, Customer shall have the option either to maintain the affected service by continuing payments or to cancel the affected service by notice to Company without further liability of the parties.

2.4.3 If a failure of performance arising out of a force majeure event shall be solely on the part of Company and shall be for thirty (30) days or less, then the affected service shall remain in effect with no liability on the part of Company, and Customer shall have no liability for recurring charges as to the period of Company's nonperformance as to the affected service. If such failure of performance by Company shall be in excess of thirty (30) days ("Failed Performance Period"), then the affected service may be canceled by Customer any time thereafter but no later than twenty (20) days after the end of the Failed Performance Period without further liability of the parties, provided that until such time as Customer cancels the affected service, such service shall remain in effect with no liability on the part of Company; and, until the sooner of such time as Customer so cancels the affected service or resumption of Company's performance after the force majeure event, Customer shall have no liability for recurring charges as to said period of Company's nonperformance as to the affected service.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Force Majeure (continued)

2.4.4 If a failure to perform arising out of a force majeure event shall be on the part of both Customer and Company shall be for thirty (30) days or less, then the affected service shall remain in effect with no liability on the part of Company, and Customer shall have no liability for recurring charges as to the period of Company's nonperformance as to the affected service. If such failure of performance by both parties shall be in excess of thirty (30) days, then the affected service may be canceled by either party without further liability of the parties thereunder any time within twenty (20) days after the end of such force majeure event(s), provided that until the sooner of such time of cancellation or resumption of Company's performance after any force majeure event, Customer shall have no liability for recurring charges as to said period of the Company's nonperformance as to the affected service.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Obligations of the Customer

- 2.5.1 The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Company or as required by law; and for assuring that end users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.5.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Company on the Customer's behalf.
- 2.5.3 If required for the provision of Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Company.
- 2.5.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment used for or with the provision of Company's services.
- 2.5.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Company may terminate the Customer's service.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Obligations of the Customer (continued)

2.5.6 The Customer is responsible for payment of the charges set forth in this Tariff.

2.5.7 The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

2.5.8 The Customer shall indemnify and save Company harmless from all liability disclaimed by Company as specified in Section 2.3 above, arising in connection with the provision of service by Company.

2.5.9 Customer has the sole responsibility and liability for obtaining at its expense any and all third party access rights (including, without limitation, entrance facilities and interconnection) that Customer desires or requires for Customer to access Customer's customers from or between any Carrier Point of Presence and said customer.



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SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Cancellation or Interruption of Services

Without incurring liability, Company may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:

- A. For nonpayment of any sum due Company for more than thirty (30) days after issuance of the bill for the amount due;
- B. For violation of any of the provisions of this Tariff;
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's services;
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Company from furnishing its services;
- E. If Company is reasonably unable to furnish all of the service requested by Customer for any cause other than Company's negligence or willful misconduct; or
- F. If any material rate or term contained in this Tariff is substantially changed adversely to Company by order of the Commission and such order is sustained by the highest court of competent jurisdiction to which the matter is appealed.

2.6.1 Procedures for discontinuance of existing service:

- A. Company may discontinue service without notice for any of the following reasons:

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SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Cancellation or Interruption of Services (continued)

2.6.2.1.1 If a Customer or User causes or permits any signals or voltages to be transmitted over Company's network in such a manner as to cause a hazard or to interfere with Company's service to others.

2.6.2.1.2 If a Customer or User uses Company's services in a fraudulent manner.

2.6.2.2 In all other circumstances, Company will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Company is not prepared to accept payment of the amount due and to reconnect service.

2.6.2.3 Without incurring liability, Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.6.2.4 Service may be discontinued by Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when Company deems it necessary to take such action to prevent unlawful use of its service. Company will restore service as soon as it can be provided without undue risk.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Credit Allowance for Certain Interruption of Services

2.7.1 Interruption means an interruption or degradation of the service provided by Company that violates Company's technical standards for such service as set forth in Customer's Service Agreement including, a failure of any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided equipment or software attached thereto. Interruption shall not include the failure of any service or facilities provided by a

Common Carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

2.7.2 Customer shall be entitled to a credit for any Interruption of Service exceeding thirty (30) minutes in duration, computed at a rate of 1/1460 of the monthly recurring charge applicable to the service subject to said Interruption for each half hour or majority fraction thereof that such Interruption continues, measured as provided below, after the maintenance time permitted Company pursuant to Section 2.7.5 below; provided that if more than one Interruption occurs within a twenty-four (24) hour period, the length of all such Interruptions shall be aggregated and treated as a single Interruption for purposes of determining the availability and amount of a credit. Interruptions shall be measured from the time that Company receives notice of such Interruption to the time of material restoration of the applicable portion of the service, less any maintenance time permitted Company pursuant to Section 2.7.5 below, and less any time period during which Customer fails to accord access to Company to any necessary facilities provided by Customer for the purpose of investigating and curing such Interruption. Customer may notify Company of an Interruption by telephone, facsimile, electronic mail, courier or any such similar expedited communication methodology. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Credit Allowance for Certain Interruption of Services (continued)

2.7.3 In the event of an Interruption on more than five (5) days during any thirty (30) day period (and so long as such Interruption does not arise out of the events, acts or omissions described in Section 2.7.4 below), Customer as its sole remedy shall, at its option, have the right to either (1) terminate the affected service without further liability of the parties; or (2) receive a credit in an amount equal to one (1) month's recurring charge for the affected service.

2.7.4 In the event of required maintenance or Interruption arising out of (1) any problem with any service provided by a party other than Company, or (2) the acts or omissions of Customer or Customer's agents, servants, employees, officers, directors, contractors, subcontractors, invitees or representatives, including, without limitation, Customer's equipment malfunction or improper use, Customer shall not be entitled to any credit. Company shall have no liability to Customer for such maintenance or Interruption. Customer shall continue to be liable for all payments for which Customer is obligated to pay under this Tariff and any and all Service Order(s) as if such Interruption had not occurred. Customer shall pay, promptly on Company's demand, Company's standard maintenance service call fee plus Company's maintenance, repair, and replacement costs arising out of the events, acts, and omissions described in subparagraph (2) of this section. Company's standard maintenance service call fee is \$150.00 per hour, 7:00 a.m. to 5:00 p.m. Monday through Friday, and \$250.00 at all other times and on Holidays, with a two hour minimum billing requirement.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Credit Allowance for Certain Interruption of Services (continued)

2.7.5 Maintenance of Company's system may, from time to time, result in Interruption of Service, provided that, to the extent reasonably possible, maintenance shall be performed during non-peak hours (namely, the hours between midnight to 6:00 a.m. Eastern Standard Time). Company shall provide Customer two (2) business days notice (except in the event of an emergency no notice shall be required) prior to its undertaking any maintenance which may be reasonably expected to result in Interruption of Service; such notice shall be provided via telephone, facsimile, electronic mail, courier or any such similar expedited communications methodology, without the need for a written duplicative notice being delivered. Maintenance required by Company which results in Interruption of Service shall not entitle Customer to a credit if such maintenance is completed as soon as reasonably practicable and does not exceed six (6) hours (said six-hour period to be measured from the time of Company's receipt of notice as to the need for required maintenance, except as to routine maintenance which shall be measured from the beginning of the subject Interruption); in the event such maintenance exceeds four (4) hours, Customer's sole remedy shall be credit as provided above.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Payment and Rendering of Bills

2.8.1 Customers will be billed directly by Company.

2.8.2 Company will render invoices monthly. Payment is due within thirty (30) days after Customer's receipt of its invoice.

2.8.3 If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, by the subject invoice due date, which shall be no sooner than 20 days from the mail date on the bill, then a late payment penalty shall be due the company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5 percent. Company may invoice Customer for the late payment charge on the next regular monthly invoice. The Company will not charge a late fee on a previously unpaid late fee in accordance with General Order dated July 12, 1976.

2.8.4 For Returned Checks: The Customer will be assessed a returned check charge of \$20.00 for each check submitted by the Customer to the Company that a financial institution refuses to honor. This charge is inclusive of the bank fee plus a reasonable Company administrative fee.

2.9 Validation of Credit

Company reserves the right to validate the credit worthiness of Customers.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disputed Bills

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Company within ninety (90) days after such bills are rendered. Customer nevertheless shall pay to Company no later than the subject invoice due date the undisputed amount, if any, due and owing to Company and provide to Company no later than the subject invoice due date, in writing, the grounds upon which Customer is contesting the disputed amount. In the event that the parties are unable to amicably resolve the issues raised by Customer concerning the Disputed Amount within ninety (90) days of the billing date:

2.10.1 Customer or Company may file an appropriate complaint with the Commission staff. The current address for filing complaints is:

Louisiana Public Service Commission  
Chief Clerk's Office  
602 N 5<sup>th</sup> Street  
Baton Rouge, LA 70821  
Telephone: (225) 342.4999

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply.

Any billing dispute between the Company and a Customer that is being investigated by the Company or the Commission shall be considered a bona fide dispute until the Company or the Commission, whichever is the investigating entity, completes its investigation and advises the Customer of its determination. The Customer's service or services, which are subject to the dispute, shall not be disconnected pending resolution of a bona fide dispute.

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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (continued)

2.11 Deposits

Company does not require a deposit from the Customer.

2.12 Advance Payments

For Customers from whom Company feels an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary, a new advance payment will be collected for the next month.

2.13 Taxes

All federal excise taxes and state and local sales taxes are billed as separate items and are not included in the quoted rates. Customer shall pay to Company gross receipts, right-of-way, franchise, sales and use taxes and other similar charges that are levied upon or assessed against Company or Company's property or legally required to be collected by Company as a direct result of Carrier's provision of service to Customer within thirty (30) days of Company's written request therefore, but in event shall Customer be obligated to pay income taxes levied upon Company's net income.

2.14 Shortage of Equipment or Facilities

2.14.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.14.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Common Carriers to furnish service from time to time as required at the sole discretion of the Company.



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SECTION 2 - RULES AND REGULATIONS (continued)

2.15 Special Construction

2.15.1 When it is necessary for the Company to provide outside plant construction, either on a public road or on private property, which is other than that usually provided for the area and class of service furnished, the customer or other party requiring such special construction is required to pay the difference between the estimated cost of usual construction and the estimated cost of the type of construction provided under the conditions specified herein. These costs are calculated as the cost to the Company plus an administrative charge, minus any credit for salvage or reuse. Such special construction includes, but is not limited to:

(1) underground construction where aerial construction would usually be provided,

(2) submarine cable,

(3) greater quantity or a different type of facilities than that which the Company would otherwise construct in order to fulfill the customer's initial requirements for service,

(4) routing facilities different from that which the Company would normally utilize,

(5) expedition of the construction of facilities at greater expense than would otherwise be incurred

2.16 Other Services Provided by Company

Company may agree to provide other services or facilities to Customer that are not regulated telecommunications services, including arranging on Customer's behalf for telecommunications services, such as local loop services, to be provided by other common carriers. Any such services are not covered by or subject to this Tariff but are subject to other agreements or arrangements between Company and Customer.

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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 3 – SERVICES AND RATES

3.1 General

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless otherwise specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

3.2 Individual Case Basis (ICB) Arrangements

All of the services provided by Conterra are provided on an individual case basis (“ICB”). Arrangements are developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for services. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All ICB arrangements will be filed with or made available to the Commission upon request.

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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 3 – SERVICES AND RATES (continued)

3.3 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:

- 3.3.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.3.2 Timing on completed calls begins when the call is answered by the called party. 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 start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.3.3 Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- 3.3.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.3.5 All times refer to local time.

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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 3 – SERVICES AND RATES (continued)

3.4 Basic Local Exchange Service

3.4.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company Local Calling Services and other Services as set forth in this tariff;
- C. access interexchange calling services of the Company and of other carriers;
- D. access (at no additional charge) to Company operators and business office for service-related assistance;
- E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F. access relay services for the hearing and/or speech impaired.
- G. touch-tone capability.

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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 3 – SERVICES AND RATES (continued)

3.4 Basic Local Exchange Service, (continued)

3.4.1 General, (continued)

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976, 700) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch at no charge to the Customer. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

3.4.2 Rates and Charges

Nonrecurring Charges

Service Ordering Charge	Business and Residential		
	<u>First</u>	<u>Additional</u>	<u>Complex</u>
Primary	\$50.00	\$20.00	\$100.00
Secondary	\$25.00	\$20.00	\$20.00
Trip Charge	\$30.00	\$30.00	\$30.00

Following are the monthly Recurring charges

	Monthly Recurring Charge	
	<u>Residential</u>	<u>Business</u>
Flat Rate Service	\$24.95	\$29.95
Multiline Service Hunting	-	\$89.95
End User Common Line Charge (EUCL)	\$6.45	\$6.45
Presubscribed Interexchange Carrier Charge	\$0.00	\$0.00

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SECTION 3 – SERVICES AND RATES (continued)

3.5 Interexchange Long Distance Services

3.5.1 Message Toll Service (MTS)

Message Toll Service (“MTS”) is a measured use, full time inbound or outbound service and is offered on a monthly basis.

Calls are rated per minute. Any fraction of a minute will be rounded to the next higher minute.

Per Minute Rate:           \$0.55

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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 3 – SERVICES AND RATES (continued)

3.6 Operator Services

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

3.6.1 Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

3.6.2 Per Call Service Charges

	<u>Intra &amp; InterLATA</u>	<u>Local</u>
Station-to-Station		
Collect	\$2.15	\$0.83
Third Number Bill	\$2.25	\$1.83
Operator Handled	\$2.20	\$1.83
Customer Dialed Calling Card	\$0.80	\$0.75
Person-to-Person	\$4.50	\$3.13

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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 3 – SERVICES AND RATES (continued)

3.7 Other Services

Other services may be provided by the Company on an Individual Case Basis, see Section 5.4.



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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 4 - SUPPLEMENTAL SERVICES

4.1 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

Local Directory Assistance Per Call Charge \$2.49

4.2 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

4.2.1 Rates

Busy Line Verification, per request: \$2.00  
Busy Line Interrupt, per request: \$4.00

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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 4 - SUPPLEMENTAL SERVICES, (continued)

4.3 Directory Listing Service

4.3.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

4.3.2 Directory Listing Distribution

The Company will provide the Customer with an option to receive the white pages directory. The Company will distribute the directory to the Customer within thirty (30) days following the Customer's request. The Customer may opt to request a CD-ROM with identical information to that found in the physical directory.

4.3.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 4 - SUPPLEMENTAL SERVICES, (continued)

4.3 Directory Listing Service, (continued)

4.3.2 Listings, (continued)

B. Additional Listings

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Commissions, Divisions, Tradenames, etc.

In connection with business service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business classification as the service with which such listings are furnished.

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SECTION 4 - SUPPLEMENTAL SERVICES, (continued)

4.3 Directory Listing Service, (continued)

4.3.2 Listings, (continued)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non-published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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SECTION 4 - SUPPLEMENTAL SERVICES, (continued)

4.3 Directory Listing Service, (continued)

4.3.2 Listings, (continued)

D. Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

4.3.3 Monthly Rates

	Monthly Rate Business	Monthly Rate Residential
Additional Listings	\$2.50	\$1.50
Nonlisted Service	\$3.50	\$3.50
Nonpublished Service	\$5.50	\$5.50

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SECTION 4 - SUPPLEMENTAL SERVICES, (continued)

4.4 Louisiana Relay Service

The Company will provide access to a telephone relay center for the Louisiana Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing a toll free number. Specific toll free numbers have been designated for both impaired and non-impaired customers to use.

4.4.1 Regulations

- A. Only intrastate calls can be completed using the Louisiana Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the state of Louisiana. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- D. The following calls may not be placed through the Relay Service:
  - .1 Calls to informational recordings and group bridging service;
  - .2 Calls to time or weather recorded messages;
  - .3 Station sent paid calls from coin telephones; and
  - .4 Operator-handled conference service and other teleconference calls.

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SECTION 4 - SUPPLEMENTAL SERVICES, (continued)

4.4 Louisiana Relay Service

4.4.2 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of the tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for, and the Company agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the Customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the Customer or others, or any personal injury or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

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SECTION 4 - SUPPLEMENTAL SERVICES, (continued)

4.5 911 Emergency Service

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- 4.5.1 Governmental firefighting, Louisiana State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- 4.5.2 An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.



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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 5 – RATES AND CHARGES

5.1 Rates

All of the services provided by Conterra are provided on an individual case basis (“ICB”). Arrangements are developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for services. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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LOCAL AND INTEREXCHANGE LONG DISTANCE SERVICES TARIFF

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SECTION 5 – RATES AND CHARGES (continued)

5.2 Application of Rates

- 5.2.1 Where this Tariff provides for a Standard Rate or Charge for a service, such Standard Rate or Charge shall apply to Customer's use of such service regardless of the terms of Customer's Customer Service Agreement, if any, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement.
- 5.2.2 Where this Tariff provides for a Minimum Rate or Charge and a Maximum Rate or Charge for a service, the rate or charge applicable to Customer's use of such service shall be the rate or charge specified for such service in Customer's Customer Service Agreement, if any; provided, however:
- A. If the rate or charge specified for a service in Customer's Customer Service Agreement is less than the Minimum Rate or Charge provided for such service in this Tariff, then the rate or charge applicable to Customer's use of such service shall be the Minimum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement.
  - B. If the rate or charge specified for a service in Customer's Customer Service Agreement is greater than the Maximum Rate or Charge provided for such service in this Tariff, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 5.4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement;

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SECTION 5 – RATES AND CHARGES (continued)

5.2 Application of Rates (continued)

5.2.2 (continued)

- C. If no rate or charge is specified for a service in Customer's Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff; and
- D. If Carrier provides a service to Customer in the absence of a Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff.

5.2.3 The term of a Service Order (the "Service Order Term") shall be the "Term" set forth in the applicable Service Order. Each Service Order shall be in effect for the duration of the Service Order Term thereof, unless sooner canceled or terminated as provided in this Tariff or Customer's Customer Service Agreement. Upon cancellation or termination of any Service Order, Customer shall discontinue use of the capacity provided pursuant thereto; however, if Customer continues to use said capacity provided pursuant to the canceled or terminated Service Order, the Service Order Term shall not renew, Customer shall discontinue such use voluntarily or on Carrier's demand and, until Customer discontinues said use, the subject Service Order shall continue in effect on a daily basis (the "Holdover Term") at the lesser of the Maximum rate or one hundred twenty-five percent (125%) of the rate specified in the expired Service Order or the Customer Service Agreement (pro-rated daily).

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SECTION 5 – RATES AND CHARGES (continued)

5.3 Taxes and Surcharges

Customer shall pay to Carrier gross receipts, right-of-way, franchise, sales and use taxes, and other similar charges that are levied upon or assessed against Carrier or Carrier's property or legally required to be collected by Carrier as a direct result of Carrier's provision of service to Customer within thirty (30) days of Carrier's written request therefor, but in no event shall Customer be obligated to pay income taxes levied upon Carrier's net income.

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SECTION 4 – RATES AND CHARGES (continued)

5.4 Individual Case basis Pricing

Company does not offer scheduled services. All contracts result from successful responses to Invitations to Bid, Requests for Proposal, request for Quotation, and may or may not include participation in Best and Final Offers and post-award negotiations.

Company prices projects on the basis of the total cost of the project divided by the number of months in the term of the contract. This produces a Monthly Recurring Charge (“MRC”), which may be used as an indicative price for similarly constituted services, as illustrated in the examples below. Company may also employ a Nonrecurring Charge (“NRC”) to reduce the MRC, if the Customer so desires. Actual pricing will depend completely on the unique circumstances and requirements of the Customer.