McLeodUSA Telecommunications Services, LLC

P.S.C. NO. 1 TELEPHONE

Effective Date: 11/18/2017

Leaf: 1

Revision: 0

Superseding revision:

This tariff, New York PSC No. 1 - Telephone, issued by McLeodUSA Telecommunications Services, LLC replaces in its entirety New York PSC No. 1 - Telephone issued by McLeodUSA Telecommunications Services, Inc.

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF NEW YORK

MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC

4001 Rodney Parham Road Little Rock, AR 72212

McLeodUSA Telecommunications Services, LLC

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Superseding revision:

Contacting the Public Service Commission

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries): 1-800-342-3377 for Continental United States or, 1-800-662-1220 for Hearing/Speech Impaired: TDD or, 518-472-8502 for fax

2. Online:

http://www.dps.ny.gov/complaints.html or,

3. By Mail:

NYS Department of Public Service Office of Consumer Services 3 Empire State Plaza Albany, NY 12223-1350 Received: 10/19/2017

Status: EFFECTIVE Effective Date: 11/18/2017

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Effective Date: 11/18/2017

Leaf: 3 Revision: 0 Superseding revision:

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Revision: 0

Superseding revision:

TARIFF FORMAT

- 1. <u>Leaf Numbering</u> Page numbers appear in the upper right corner of the page. Leaves are numbered sequentially. However, new leaves are occasionally added to the tariff. When a new leaf is added between leaves already in effect, a decimal is added. For example, a new leaf added between pages 14 and 15 would be 14.A.
- 2. <u>Leaf Revision Numbers</u> Revision numbers also appear in the upper right corner of each leaf. These numbers are used to determine the most current leaf version on file with the Commission. For example, the 4th revised Leaf 14 cancels the 3rd revised Leaf 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current leaf number on file with the Commission is not always the tariff leaf in effect.
- 3. <u>Paragraph Numbering Sequence</u> 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.

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Leaf: 5

Revision: 0

Superseding revision:

SECTION 1 - EXPLANATION OF SYMBOLS

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

C - To signify changed regulation.

D - To signify discontinued rate or regulation.

I - To signify increased rate.

M - To signify a move in the location of text.

N - To signify new rate or regulation.

R - To signify reduced rate.

S - To signify reissued matter.

T - To signify a change in text but no change in rate or regulation.

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Leaf: 6

Revision: 0

Superseding revision:

SECTION 2 – DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Calls

Telephone messages completed by Customers.

Carrier

McLeodUSA Telecommunications Services, LLC.

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission

The New York Public Service Commission.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Carrier.

Customer Contract

A written agreement between the Customer and Carrier containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Carrier or another supplier and leased to the Customer.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

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SECTION 2 – DEFINITIONS (Cont'd)

Depositor

The Customer from whom a deposit is received.

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by", "pay by", "if paid by", or other such language on the Customer's bill.

Exchange

A unit established for the administration of local communication services.

Exchange Service

A local communications service furnished by means of local exchange plant and facilities.

Extended Area Service or EAS

Telephone service, offered at a flat local rate, between customers located within an exchange area and all customers in an additional exchange area or areas.

Former CCTS Customers

For purposes of rates or services available to former CCTS customers until September 1, 1999, a customer that was formerly a customer of CCTS, whose telecommunications service was transferred to McLeodUSA Telecommunications Services, and who has elected to continue to receive all its services under CCTS's terms, conditions and rates.

Individual Case Basis

The application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

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SECTION 2 - DEFINITIONS (Cont'd)

<u>Interexchange Service</u>

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

InterLATA Service

The completion of calls between Local Access Transportation Areas.

IntraLATA Service

The completion of calls between points within the boundaries of a Local Access Transportation Area.

Local Access Transportation Area or LATA

A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

Local Exchange Utility or Local Utility

A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

Local Service

Telephone service furnished between points located within an area where there is no toll charge.

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SECTION 2 - DEFINITIONS (Cont'd)

Message

A telephone call made by a Customer.

Month

For billing purposes, a month is considered to have thirty (30) days.

Public Safety Answering Point

A communications facility operated on a twenty-four (24) hour basis and serving participating jurisdictions that initially receives 911 calls and either directly dispatches emergency response services or relays the calls to the appropriate public safety agency.

Rates

The usage amounts billed to customers for regulated services and/or equipment.

Suspend or Suspension

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Timely Payment

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Carrier for a series of partial payments to settle a delinquent account.

10XXX Access

A dialing method that enables a Customer to reach the long-distance carrier of the Customer's choice even if the Customer is not a regular customer of that long distance carrier.

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SECTION 3 - APPLICATION OF TARIFF

3.1 <u>Application</u>

This tariff contains the rates and regulations applicable to regulated intrastate interexchange services provided by Carrier between and among points within the State of New York.

3.2 Scope

Carrier's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Carrier between and among points in New York are governed by this tariff.

3.3 <u>Interconnection with Other Carriers</u>

Service provided by Carrier may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Carrier. However, service provided by Carrier is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

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Superseding revision:

SECTION 4 - REGULATIONS

4.1 <u>Undertaking of the Company</u>

4.1.1 General

Pursuant to this tariff, Carrier undertakes to provide within the state regulated intrastate interLATA and intraLATA interexchange services described in Section 3.0. Service will be provided on a statewide basis.

4.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
- B. Carrier reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.
- C. Carrier does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

4.2 Use

4.2.1 <u>Lawful Purpose</u>

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

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SECTION 4 - <u>REGULATIONS</u> (Cont'd)

4.2 Use (cont'd)

4.2.2 <u>Use of Service for Unlawful and/or Fraudulent Purposes</u>

Carrier's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Carrier that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If Carrier receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

4.2.3 Unauthorized Use

Any individual who uses or receives Carrier's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for Carrier's costs of investigation and collection.

4.2.4 Recording Devices

Carrier's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

4.2.5 Use of Service Mark

No Customer shall use any service mark or trademark of Carrier or refer to Carrier in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Carrier.

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SECTION 4 - REGULATIONS (Cont'd)

4.3 <u>Liability</u>

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, Carrier shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

Carrier shall not be liable for, and shall be fully indemnified and held harmless by, Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

Carrier's liability due to any failure of the transmission shall not exceed an amount equal to the charges provided for by the applicable tariff (for regulated services) and applicable price list, catalogue, and/or contract (for all other services) for the call.

Carrier shall not be liable for damages arising out of the use of Carrier's services for the transmission of anything other than voice grade service.

Notwithstanding anything to the contrary in this section, if Carrier's service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to Carrier or being found by Carrier to be out of order, and if the interruption is not the result of a negligent or willful act by the Customer, a malfunction of Customer-owned equipment, Carrier's inability to gain access to the Customer's premises, or causes beyond Carrier's control as described in the first paragraph of this section, Carrier will make appropriate adjustments upon request. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly change for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report to Carrier, or discovery by Carrier, of the interruption.

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SECTION 4 - REGULATIONS (Cont'd)

4.4 Equipment

4.4.1 <u>Inspection, Testing, and Adjustment</u>

Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. Carrier may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

4.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to Carrier's services must not interfere with, or impair, any of the services offered by Carrier. Additionally, connected Customer premises equipment must not endanger the safety of Carrier employees or the public, damage or interfere with the proper functioning of Carrier's equipment, or otherwise injure the public in its use of Carrier's services.

4.4.3 Maintenance and Repair

A. Customer Liability

The Customer shall be responsible for damages to Carrier's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using Carrier's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of Carrier's facilities except upon written consent of Carrier.

B. Leased or Owned Facilities

The Customer's obligation to Carrier is the same whether the facilities involved are Carrier's facilities or are facilities leased by Carrier from another party. If Carrier incurs expenses due to the Customer's actions that result in damage or impairment of Carrier's owned or leased facilities, Carrier will pass on to the Customer any and all expenses to repair Carrier's facilities or that the owner imposes on Carrier for leased facilities.

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SECTION 4 - REGULATIONS (Cont'd)

4.5 <u>Contract for Service</u>

Service is installed upon contractual agreement between a Customer and Carrier. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of Carrier to Customers as described in this tariff. The term of the services shall commence and will remain in effect from the service activation date specified in the contract for the term of the contract. Should Carrier continue to provide service after the initial term without further agreement, the service shall continue under the terms of the then applicable tariff on a month-to-month basis. A contract may, however, provide for the renewal of the contract for a period similar to its existing term, if the Customer does not advise Carrier that the Customer desires to terminate the contract by a reasonable time prior to its expiration date.

4.6 Application for Service

4.6.1 <u>Information Required</u>

When applying for service, each prospective Customer will be required to furnish Carrier with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate creditworthiness.

4.6.2 <u>Initiation of Service</u>

Service shall be deemed to be initiated upon the service activation date specified in the Customer contract.

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SECTION 4 - REGULATIONS (Cont'd)

4.7 Deposits

4.7.1 Deposit Requirements

Carrier may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges in accordance with the rules and regulations of the Commission. Any applicant who is either not a previous Customer having established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a Customers' creditworthiness, Carrier will use trading banking references, credit reports, and any other information pertinent to a Customers' credit. Any deposit required shall be confirmed in writing to the Customer no later than the time of the next billing.

4.7.2 <u>Amount of Deposit</u>

The amount of the deposit shall be in accordance with Commission regulations and shall not be more than two (2) months of usage of Carrier's services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Carrier's state average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions, and will not exceed an amount equal to two months' charges. Interest on deposits held for thirty days or more will be paid at a rate of 7% per annum or as permitted under Commission rules.

4.7.3 New or Additional Deposit

A new or additional deposit may be required to cover the amount provided in Section 2.7. above when a deposit has been refunded or is found to be inadequate by virtue of abnormal toll usage or nonpayment. Written notice shall be mailed advising the Customer of any new or additional deposit requirement, and the Customer shall have twelve (12) calendar days from the date of mailing to comply. The new or additional deposit is payable at the address specified in Section 4.7.4

A. Abnormal Toll Usage

For customers with at least six (6) consecutive months of service, "abnormal toll usage" is defined as at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty dollars (\$20). The Customer's average monthly bills for not less than the three (3) prior months shall be used in determining the increase. For customers with less than six (6) consecutive months of service, "abnormal toll usage" is defined to exist when one (1) month's service exceeds the deposit attributable to the service by twenty-five percent (25%) amounting to at least twenty dollars (\$20).

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SECTION 4 - <u>REGULATIONS</u> (Cont'd)

4.7 Deposits (Cont'd)

4.7.4 Handling of Deposits

Carrier will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

4.7.5 Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by Carrier's records.

4.7.6 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with Carrier's regulations for the prompt payment of bills.

4.7.7 Refund

For business Customers, deposit shall be refunded or credited to a Customer after thirty-six (36) consecutive months of prompt payment, or as required under Commission rules. Deposits may be refunded sooner at Carrier's option.

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SECTION 4 - <u>REGULATIONS</u> (Cont'd)

4.8 Billing

4.8.1 Monthly Billing

Bills to Customers will be issued monthly unless Carrier is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Toll charges are billed in arrears.

4.8.2 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment; the amount of the net charge, stated by category, for ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. Carrier will also comply with reasonable requests for bill detail.

4.9 Payment for Service

4.9.1 <u>Late Penalty Charge</u>

Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid by the due date listed the bill. Customer shall be responsible for all costs, including attorneys' fees, incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations arising under this tariff.

4.9.2 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

4.9.3 Taxes and Fees

There shall be added to the customer's bills, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter agreed to or imposed upon the Company by the state or local taxing authorities, whether imposed by statute, ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues of the Company. Such amount shall be added to bills of customers receiving service within the territorial limits of the taxing authority. Where more than one such fee or tax is imposed, each of the charges or taxes applicable to a customer shall be added to the customer's bill as separately identified items.

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SECTION 4 - REGULATIONS (Cont'd)

4.10 <u>Disputes and Complaints</u>

4.10.1 <u>Disputed Bills</u>

In the event of a dispute concerning the bill, Carrier will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 4.10.2 shall continue, and the service shall not be disconnected for nonpayment of the disputed amount during this time. Subject to Regulatory Requirements, Company's policy is to limit retroactive adjustments for billing errors to 90 days prior to the date the error is discovered.

4.10.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to Carrier by telephone, in person, or in writing at Carrier's office located at 1720 Galleria Boulevard, Charlotte, NC 28270 Attn: Executive Customer Relations. Carrier's customer service department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of Carrier will be investigated promptly and thoroughly. Carrier will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Carrier to review and analyze its procedures and actions. The records maintained by Carrier under this tariff will be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a written complaint, Carrier will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Commission for resolution of disputes. Each complainant will be mailed a statement of the complainant's right to contact the Commission at:

New York Public Service Commission Three Empire State Plaza Building Albany, New York 12223-1350

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SECTION 4 - REGULATIONS (Cont'd)

4.11 Service Refusal, Disconnection, and Suspension

4.11.1 Notice of Pending Disconnection

Prior to the disconnection of service, Carrier shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than five (5) calendar days with respect to an unpaid bill, and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify a toll-free number at which a Carrier representative can be reached to provide additional information about the disconnection.

4.11.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- A. <u>Without notice</u> if a condition on the Customer's premises is determined by Carrier to be hazardous.
- B. <u>Without notice</u> if the Customer uses the service in such a manner as to adversely affect Carrier's equipment or Carrier's service to others.
- C. <u>Without notice</u> if equipment furnished, leased, or owned by Carrier is subject to tampering.
- D. <u>Without notice</u> if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.

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- 4.11 <u>Service Refusal, Disconnection, and Suspension</u> (cont'd)
 - 4.11.2 Reasons for Service Refusal, Disconnection, and Suspension (cont'd)
 - E. If there are reasonable grounds to believe there is a violation of or noncompliance with Carrier's regulations on file with the Commission, municipal ordinances, or law.
 - F. If the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in Carrier's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service.
 - G. If the Customer fails to permit Carrier reasonable access to its equipment.

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SECTION 4 - REGULATIONS (Cont'd)

4.11 <u>Service Refusal, Disconnection, and Suspension</u> (cont'd)

4.11.3 <u>Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit</u>

Except as restricted by Section 4.11.4, service may be refused, disconnected, or suspended for nonpayment of a bill or deposit if Carrier has made a reasonable attempt to effect collection and:

- A. Carrier has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 5-day unpaid bill notice period if Carrier determines from verifiable data that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created.
- B. In the event of a dispute concerning the bill, Carrier will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount.

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SECTION 4 - REGULATIONS (Cont'd)

4.11 Service Refusal, Disconnection, and Suspension (cont'd)

4.11.4 <u>Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service</u>

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective Customer:

- A. Delinquency in payment for service by a previous occupant, other than a Customer of the same household, of the premises to be served.
- B. Failure to pay for terminal equipment, new inside station wiring, or other merchandise purchased from Carrier.
- C. Failure to pay for directory advertising charges or other unregulated charges.
- D. Failure to pay for 900, 960, or 976 calls disputed by the customer.

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SECTION 4 - REGULATIONS (Cont'd)

4.12 Cancellations and Deferments of Service

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow Carrier to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

4.12.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

4.12.2 Deferment of Start of Service

If a request for deferment of service is received by Carrier prior to the date an order for equipment or service is placed with Carrier's supplier, no charge shall apply. For deferments received by Carrier subsequent to the date the order for equipment or service is placed with Carrier's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to the deferred investment multiplied by the monthly prime interest rate as announced by Firstar Bank of Cedar Rapids, N.A., plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. Carrier will also charge the Customer who defers service any and all rates and charges incurred by Carrier for any leased facilities for which Carrier is held responsible. Carrier will make a good faith effort to minimize those rates and charges whenever possible.

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SECTION 4 - REGULATIONS (Cont'd)

4.13 <u>Information Service Access Blocking</u>

Where facilities are available, Customers have the option to block access to all "900" and "976" prefix numbers, without charge for the first block. Carrier will comply with all applicable rules of the Commission concerning such blocking.

- 4.14 <u>Automatic Number Identification Terms and Conditions</u>. Carrier will provide Automatic Number Identification ("ANI") associated with an intrastate service, by tariff, to any entity ("ANI recipient"), only under the following terms and conditions:
 - 4.14.1 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
 - 4.14.2 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
 - 4.14.3 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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- 4.14 <u>Automatic Number Identification Terms and Conditions</u> (cont'd)
 - 4.14.4 The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Section 4.14, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
 - 4.14.5 Violation of any of the foregoing terms and conditions by any ANI recipient shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Carrier until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under the terms and conditions determined by the Commission.

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4.15 Schools and Libraries Discount Program

4.15.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase Carrier's services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public-school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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SECTION 4 - REGULATIONS (Cont'd)

4.15 <u>Schools and Libraries Discount Program</u> (cont'd)

4.15.2 Regulations

A. Obligations of Eligible Schools and Libraries

1. Requests for Service

- (a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- (b) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- (c) Services requested will be used for educational purposes.
- (d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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4.15 <u>Schools and Libraries Discount Program</u> (cont'd)

4.15.2 Regulations (cont'd)

B. Obligations of Carrier

- 1. Carrier will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- 2. Carrier will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- 3. In competitive bidding situations, Carrier may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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SECTION 4 - REGULATIONS (Cont'd)

4.15 <u>Schools and Libraries Discount Program</u> (cont'd)

4.15.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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4.16 <u>Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications</u> Service Priority

4.16.1 General

4.16.1.A The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein

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SECTION 4 - <u>REGULATIONS</u> (Cont'd)

4.16 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications
Service Priority (cont'd)

4.16.1 General (cont'd)

- 4.16.1.B The TSP program has two components, restoration and provisioning.
 - 4.16.1.B.1 A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - 4.16.1.B.2 A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

4.16.2 TSP Request Process - Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- 4.16.2.A determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - 1. National Security Leadership
 - 2. National Security Posture and U.S. Population Attack Warning
 - 3. Public Health, Safety, and Maintenance of Law and Order
 - 4. Public Welfare and Maintenance of National Economic Posture

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SECTION 4 - REGULATIONS (Cont'd)

- 4.16 <u>Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority</u> (cont'd)
 - 4.16.2 TSP Request Process Restoration (cont'd)
 - 4.16.2.B Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
 - 4.16.2.C Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (http://tsp.ncs.gov/).
 - 4.16.2.D For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (http://tsp.ncs.gov/), for information on identifying a sponsor for TSP requests.
 - 4.16.2.E Submit the SF 315 to the OPT.
 - 4.16.2.F Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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SECTION 4 - REGULATIONS (Cont'd)

4.16 <u>Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications</u> <u>Service Priority</u> (cont'd)

4.16.3 TSP Request Process - Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

- 4.16.3.A Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above <u>and</u> are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- 4.16.3.B Verify that the Company cannot meet the service due date without a TSP assignment.
- 4.16.3.C Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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SECTION 4 - <u>REGULATIONS</u> (Cont'd)

4.16 <u>Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications</u> <u>Service Priority (cont'd)</u>

4.16.4 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- 4.16.4.A Identify telecommunications services requiring priority.
- 4.16.4.B Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- 4.16.4.C Accept TSP services by the service due dates.
- 4.16.4.D Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- 4.16.4.E Pay the Company any authorized costs associated with priority services.
- 4.16.4.F Report to the Company any failed or unusable services with priority levels.
- 4.16.4.G Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- 4.16.4.H Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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SECTION 4 - REGULATIONS (Cont'd)

Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority (cont'd)

4.16.5 Responsibilities of the Company

The Company will perform the following:

4.16.5.A Provide TSP service only after receipt of a TSP authorization code.

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- 4.16.5.B Revoke TSP services at the direction of the end-user or OPT.
- Ensure that TSP Program priorities supersede any other 4.16.5.C telecommunications priority that may be provided (other than control services and order wires).
- 4.16.5.D Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- 4.16.5.E Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- Confirm completion of TSP service order activity to the OPT. 4.16.5.F
- 4.16.5.G Participate in reconciliation of TSP information at the request of the OPT.
- Ensure that all subcontractors complete reconciliation of TSP 4.16.5.H information with the service vendor.

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4.16 <u>Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications</u> Service Priority (cont'd)

4.16.5 Responsibilities of the Company (cont'd)

- 4.16.5.I Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- 4.16.5.J Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- 4.16.5.K Disclose content of the NS/EP TSP database only as may be required by law.
- 4.16.5.L Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

4.16.6 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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4.17 Critical Facilities Administration Service

4.17.1 Program Overview

- A. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to Customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected Customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each Customer to information relative to that Customer's qualifying circuits.
- B. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

4.17.2 Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- A. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- B. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

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4.17 <u>Critical Facilities Administration Service</u> (Cont'd)

4.17.3 Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- A. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the Customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- B. Physical path information for newly provisioned subscribed circuits is to be available to the Customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- C. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the Customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- D. Updated information regarding the revised physical path of subscribed circuits would be available to the Customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- E. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the Customer within ninety days of the restoration of service.
- F. The carrier must establish a secure database or other means that would allow the Customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

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4.17 <u>Critical Facilities Administration Service</u> (Cont'd)

4.17.4 <u>Rates</u>

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the Customer a good faith estimate of the time period needed to perform the requested service. The Customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

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5.0 DESCRIPTION OF SERVICES OFFERED

5.1 Long Distance Interexchange Services

5.1.1 Nature of Service

Carrier offers long distance interexchange telephone services that allow customers to originate and terminate calls at locations within the State of New York. Usage charges are generally based on the distance, duration, and time of day of each call.

5.1.2 Availability

Carrier offers long distance interexchange services in New York. These services are an add-on to interstate long-distance services provided by Carrier, and are available as provided in Carrier's interstate tariff.

5.1.3 <u>Dialing Procedures</u>

Long distance interexchange services may be accessed by dialing the digit "1", followed by the NPA/area code, then the desired 7-digit local telephone number. Customers may also need to employ 10XXX dialing, using an XXX code to be supplied by Carrier, to direct intraLATA calls to Carrier. Those calls may otherwise be carried by another carrier.

5.1.4 Individual Case Basis (ICB)

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing.

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5.0 <u>DESCRIPTION OF SERVICES OFFERED</u> (cont'd)

5.2 <u>800 Services</u>

5.2.1 Nature of Services

Carrier 800 services are inward WATS services that permit intrastate calls to a customer's station in one location from stations in diverse geographical locations, and for which the Carrier customer is billed for the calls rather than the call's originator. Unless otherwise specified, all Carrier 800 calls are subject to a 18-second average connect time (i.e., total monthly minutes of use divided by total monthly calls must equal at least 18 seconds) for a given terminating service group. All calls are rounded up to the next higher 6-second increment. In the event that 800 calls do not meet the 18-second average connect time requirement, billable usage will be increased by a surcharge equal to the necessary number of minutes at the average cost per minute to meet the 18-second requirement. In addition, Customers may also order Originating ANI Sorting, which provides the Customer with a detailed monthly analysis of the originating telephone numbers of those placing 800 calls.

5.3 Travel Calling Card Service

Travel Calling Card Service is a post-paid calling card which enables the Customer to make long distance calls through the use of a calling card.

5.4 <u>Promotional Offerings</u>

Carrier may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations, and notice of such promotions will be provided pursuant to Commission rules.

In addition to tariffed promotional offerings, McLeod may, in conjunction with the Most Favored Customer clause in its Customer Services Agreement, offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such cases, the prices offered by McLeod shall not exceed the prices for similar services contained in this tariff.

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5.0 <u>DESCRIPTION OF SERVICES OFFERED</u> (cont'd)

5.5 <u>Conference Calling Service</u>

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Conference Calling is the ability to have multiple parties listen and participate in meetings via telephone. All conference calling customers <u>must</u> have local and/or long distance services with McLeodUSA.

5.5.1 Standard Services

With each of the two following standard services, clients have two options:

- A. Attended Call: Facilitator monitors the conference call to add any assistance that may be needed.
- B. Unattended Call: No facilitator is present, but a facilitator is available at any time by pressing *O on the phone.

5.5.1.A. <u>800 Meet Me Conferencing</u>

Participants call a pre-determined toll free number at a specified time. A conference call operator will greet the participants and ask for the name of the conference chairperson. Participants will be placed on music hold or into the open conference until all parties have arrived. Once all parties have arrived, the conference will be turned over to the chairperson. The conference fees are charged to the hosting organization.

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5.5.1.B. Dial-Out Conferencing

Conference Center facilitators dial-out to all participants prior to the scheduled conference. The hosting organization is charged the long distance and conference bridging fees.

Received: 10/19/2017

Status: EFFECTIVE Effective Date: 11/18/2017

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5.0 DESCRIPTION OF SERVICES OFFERED (cont'd)

5.6 Prepaid Calling Card

Subject to availability, Customers may purchase a McLeodUSA prepaid debit card either directly from McLeodUSA or from a third party vendor which will permit the customer to dial into a McLeodUSA 800 number (identified on the back of the calling card), the called telephone number and a personal identification number ("PIN"). A prepaid debit card processing unit will determine whether the prepaid calling is valid, and if so, the remaining minutes of use for the card. Upon verification that minutes of use remain, the prepaid debit card unit originates the second call to the called party, at which point conversation time begins. Customers are not entitled refunds for unused minutes. Alternate Prepaid Debit Card pricing may be available through an ICB arrangement based on individualized needs of the purchaser.

5.7 **Directory Assistance**

Directory Assistance (DA) Service is defined as furnishing aid in obtaining telephone numbers. A maximum of two requests for telephone numbers will be accepted per call to the DA operator. A telephone number that is not listed in the DA records will not be available to the Customer. The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than provision of DA service.

In the event that a DA operator is unable to provide the requested telephone number, the charges will still apply. Certain persons and locations may be exempt from DA charges as provided by applicable regulations.

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6.0 RATES AND CHARGES

6.1 Nonrecurring Charges

6.1.1 <u>Early Termination Charges</u>

If a Customer terminates service prior to the expiration of the term of the contract, the Customer will be required to pay the early termination charge in accordance with the customer's contract for service.

6.1.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by Carrier (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges.

6.1.3 Bill Copies

Additional and alternate bill copies will be available upon a customer's request. An additional bill copy is a secondary copy of the customer's initial bill and an alternate bill copy is an additional bill sent to a different address other than the billing address. Charges for the additional and alternate bill copies are below:

Business Customers \$10.00/copy

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6.0 <u>RATES AND CHARGES</u> (cont'd)

6.2 Usage Rates

6.2.1 <u>Long Distance Interexchange Services</u>

A. <u>Chargeable Time</u>

Chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when either side of the connection is terminated. Chargeable time does not include time lost because of faults or defects in the service. Calls are billed in initial and additional one minute increments, with any fractional portion of a call being rounded up to the next highest billing increment.

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6.0 RATES AND CHARGES (cont'd)

6.2 Usage Rates (cont'd)

6.2.1 <u>Long Distance Interexchange Services</u> (cont'd)

B. Rates Per Minute

	Minimum	Maximum
Peak:	\$ 0.100	\$ 0.300
Off-Peak:	\$ 0.100	\$ 0.300

C. Time of Day

All periods ending on a specific hour run to, but not including, the stated hour.

1. Peak/Off-Peak Rates

As an alternative to the foregoing time-of-day periods, some options allow for peak rates (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and off-peak rates (all other times).

D. <u>Holiday Description</u>

Holiday rates are applicable from 12:00:00 am to 11:59:59 pm on the following holidays: New Year's Day, Martin Luther King Juniors Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

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6.0 RATES AND CHARGES (cont'd)

6.2 <u>Usage Rates</u> (cont'd)

6.2.2 <u>800 Services</u>

B.

A.	Recurring	Charges

	<u>Minimum</u>	<u>Maximum</u>
Per month per 800 line	\$ 0.00	\$ 25.00
Nonrecurring Charges	Minimum	<u>Maximum</u>
Area Code Blocking	\$ 0.00	\$150.00

C. <u>Usage-Sensitive Rates</u>

All incoming calls are charged at the same rate regardless of point of origin. Day or peak rates are applicable from 8:00 a.m. to 5:00 p.m. Monday-Friday.

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D. Rates Per Minute

	<u>Minimum</u>	<u>Maximum</u>
Peak:	\$ 0.100	\$ 0.300
Off-Peak:	\$ 0.100	\$ 0.300

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6.0 <u>RATES AND CHARGES</u> (cont'd)

- 6.2 <u>Usage Rates</u> (cont'd)
 - 6.2.3 Travel Calling Card Service
 - A. Rates Per Minute

 Minimum
 Maximum

 Peak:
 \$ 0.100
 \$ 0.300

 Off-Peak:
 \$ 0.100
 \$ 0.300

B. <u>Surcharge Per Call</u>

<u>Minimum</u> <u>Maximum</u> \$ 0.00 \$ 1.25

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6.0 <u>RATES AND CHARGES</u> (cont'd)

6.2 <u>Usage Rates</u> (cont'd)

6.2.4 Operator Services for Payphones

The following rates are offered for use by pay telephone providers who have entered into an agreement with McLeodUSA to provide operator services to their pay telephones. In addition to the rates below, where allowed, surcharges imposed by pay telephone location providers will be passed through to users of pay telephone service.

Intrastate Rates	Per Minute
Option 1	\$0.23

Additional Charges

Calling Card (Customer Dial)	\$0.75
Calling Card (Operator Dial)	\$1.50
Collect	\$1.50
3 rd Number	\$1.50
Person to Person	\$3.75
Operator Dialed	\$0.60

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6.0 <u>RATES AND CHARGES</u> (cont'd)

6.2 Usage Rates (cont'd)

6.2.5 <u>Business Rate Plan 2001 - Long Distance</u>

This service is available to all new customers as of the effective date of this tariff. Existing customers will stay on their current service until time of renewal.

A. <u>Switched: Outbound and Toll Free Intrastate</u>

This rate is the rate per minute. All calls will be rounded and billed in 30-second increments.

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Ceiling Rate \$0.1190

B. Dedicated: Outbound and Toll Free Intrastate

This rate is the rate per minute. All calls will be rounded and billed in 30-second increments.

Ceiling Rate \$0.1190

C. Calling Cards

The below rate is the rate per minute. All calls will be rounded and billed in 30-second increments. The below A La Carte rates are available to customers that have either only McLeodUSA long distance service or McLeodUSA local service. The Bundled rates are available to customers that have both McLeodUSA local AND long distance service.

A La Carte Rates

Ceiling Rate \$0.3000

Bundled Rates

Ceiling Rate \$0.3000

D. <u>Payphone Surcharge</u>

When a customer places a calling card call from a payphone, or a customer has a Toll Free number and people calling the Toll Free number are using a payphone, the customer will be assessed a per call surcharge of \$0.69 for those calls

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6.0 <u>RATES AND CHARGES</u> (cont'd)

6.2 <u>Usage Rates</u> (cont'd)

6.2.6 <u>Conference Calling Service</u>

A. Standard Rates

These rates are per minute, per leg. The below A La Carte rates are available to customers that have only either McLeodUSA long distance service or McLeodUSA local service. The Bundled rates are available to customers that have both McLeodUSA local and long distance service. The below rates are for Meet Me and Dial-Out.

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Bundled Rates

Ceiling Rate

\$0.4000

A La Carte Rates

Ceiling Rate

\$0.4000

The following services are included in the above standard rate:

Blast Dial Roll Call

Invitation Services Sub-conferencing Broadcast Lecture Mode Originator Dial-Out

B. Additional Services

The following additional services are at the standard rate plus the following additional charges:

<u>Service</u> <u>Price</u>

Digital Rebroadcast \$0.40/minute

Polling \$0.35 per minute, per leg Electronic Q&A \$0.20 per minute, per port

Participant Notification \$2.00 per person
Call Taping \$20.00 per tape
Transcription \$125.00 per hour

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6.0 <u>RATES AND CHARGES</u> (cont'd)

- 6.2 <u>Usage Rates</u> (cont'd)
 - 6.2.7 <u>Directory Assistance Rates</u>

Maximum \$3.99 per call