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 Madison, WI 53717
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September 11, 2014



Executive Secretary
 North Dakota Public Service Commission
 600 East Boulevard Ave
 Department 408
 Bismark, ND 58505-0480

**RE: US Link, Inc./TDS Metrocom, LLC Merger
 New TDS Metrocom, LLC Tariff No. 3 Replacing USLink, Inc. Tariff No. 2**

To Whom It May Concern:

Included in this submission are the following tariff pages for TDS Metrocom, LLC Tariff No. 3:

Title	Original Sheet 1
Contents	Original Contents Sheets 2-5
Section 1	Original Sheets 1-3
Section 2	Original Sheets 1-42
Section 3	Original Sheets 1-24
Section 4	Original Sheets 1-24
Section 5	Original Sheet 1

On September 4, 2014, a notice was sent to the North Dakota Public Service Commission indicating that effective September 1, 2014, U.S. Link, Inc. d/b/a TDS Metrocom (USLink) was organized and merged into its affiliate, TDS Metrocom, LLC (TDS Metrocom). As part of this merger, we are submitting a new tariff under TDS Metrocom, LLC.

The new tariff (TDS Metrocom, LLC Tariff No. 3) replaces the USLink, Inc., Tariff No. 2, currently on file with the ND PUC.

The proposed effective date for this filing is September 12, 2014.

If you have any questions or concerns regarding this filing, please contact me at (608) 664-4169.

Sincerely,

Rachelle A. Ladwig
 Senior Administrator-Tariffs

Enclosures

COMPETITIVE LOCAL SERVICE PRICE LIST

**Regulations and Schedule of Intrastate Charges
Applying to Local End-User Telecommunications Service
Within the State of North Dakota**

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LOCAL EXCHANGE TARIFF

TDS Metrocom, LLC
North Dakota

ND P.U.C. Tariff No. 3

Original Content Sheet 3

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**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

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.
- N To signify new rate or regulation.
- R To signify reduced rate.
- T To signify a text change.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate end-user telecommunications services by TDS Metrocom, Inc., herein after referred to as the Company, to customers within the State of North Dakota.

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DEFINITIONS

Access Lines – A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Adjacent Exchange Service – Local exchange service furnished from a contiguous exchange, in addition to the customer's primary (home) exchange service.

Advance Payment – A payment required before the start of service.

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this Price List.

Business Service - A switched network service that provides for dial station communications that is described as a business or commercial rate.

Business Customer - A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

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

Company - Used throughout this Price List to refer to TDS Metrocom, LLC, unless otherwise clearly indicated by the context.

Contiguous Property – Contiguous property is defined as plot of ground, together with any buildings thereon, occupied by the Customer; which is not separated by public thoroughfares or by property occupied by others.

Contract – The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Price Lists.

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DEFINITIONS

End Office – Denotes the LEC switching system office or service wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

FCC Subscriber Line Charge – The charge imposed by the FCC to cover the costs of providing local access. Also known as the End User Common Line Charge (EUCL). The rates are different for single and multi-line customers.

Exchange – One or more contiguous central offices and all associated facilities within a geographic area in which local exchange telecommunication services are offered.

Holidays - Holidays observed by the Company as specified in this Price List.

LATA - Means the local access and transport area as defined in *United States v American Telephone and Telegraph Co.*, 569 F.Supp. 990 (D.D.C. 1983).

Point of Demarcation – The point where Company network services, usually a Network Interface Device (NID), or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

Premises – The buildings, portion of portions of a building on continuous property used and/or occupied at one time by the customer in the conduct of their business or as a residence. Where floor space in adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

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DEFINITIONS

Residential Customer - A Residential Customer is a person to whom telecommunications services are furnished predominantly for personal or domestic purposes at the person's dwelling.

Service Area – The area in which the Company is authorized to provide service.

Service Wire Center – A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the Company.

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

Tariff – The rates, charges, rules and regulations adopted and filed by the Company with the Public Utilities Commission.

Voice Grade Facility – A communications path between two points comprised of any form or configuration of physical plant capable of and typically used in the telecommunications industry for transmission within the frequency bandwidth of approximately 300 to 3000 Hertz.

LOCAL EXCHANGE TARIFF

TDS Metrocom, LLC
North Dakota

ND P.U.C. Tariff No. 3
Section 2
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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Scope

- (A) The Company undertakes to furnish communications service pursuant to the terms of this Price List in connection with the provision of an access line and transmission of high quality, 1-way or 2-way interactive switched voice or data communications between points within the State of North Dakota.
- (B) Customers and users may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this Price List only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- (A) 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.
- (B) The furnishing of service under this Price List 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 carriers to furnish service from time to time as required at the sole discretion of the Company.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Price List, a month is considered to have 30 days.
- (B) Except as otherwise stated in this Price List, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) The Company, in order to assure that payment of its charges for service or for loss of or damage to Company property, will require applicants and Customers to establish and maintain credit. The Company reserves the right to perform a credit check before granting local telephone service.

The establishment or re-establishment of credit as provided in this section shall not relieve the applicant or Customer from compliance with other provisions of this Price List as to the payment of bills and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

If the Company finds that the applicant for service has failed to pay for past due telephone service of the same class provided by any telephone company, the Company may refuse to provide service unless the applicant, at the option of the Company, pays the Company's past due bill and/or furnishes a deposit.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.3 Terms and Conditions (Continued)

- (E) Service may be terminated upon written notice to the Customer if:
 - (1) The Customer is using the service in violation of this Price List; or
 - (2) The Customer is using the service in violation of the law.
- (F) This Price List shall be interpreted and governed by the laws of the State of North Dakota regardless of its choice of law provision.
- (G) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services on order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.4 Liability of the Company

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: The furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, a loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.4 Liability of the Company (Continued)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) The Company shall not be liable for any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Explosive atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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REGULATIONS

2.1 **UNDERTAKING OF THE COMPANY** (Continued)

2.1.4 Liability of the Company (Continued)

- (E) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- (F) Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.
- (G) Directory Errors – In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly Price List rate for each listing.
- (I) 911 Emergency Number Service:
 - (1) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

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REGULATIONS

2.1 **UNDERTAKING OF THE COMPANY** (Continued)

2.1.4 Liability of the Company (Continued)

(I) 911 Emergency Number Service: (Continued)

- (2) Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (3) When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Price List, the Customer acknowledges and agrees with the release of information as described above.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.5 Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advanced notification period is applicable to all service activities. The Company will work cooperatively with the Customer to give advanced notification, when feasible. With some emergency or unplanned service-affecting conditions, notification to the Customer may not be possible.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Price List. The company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.6 Provision of Equipment and Facilities (Continued)

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) The reception of signals by Customer-provided equipment.
- (G) The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to company equipment and facilities is compatible with such company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the company provided equipment and wiring or injury to the Company's employees to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's facilities. Any additional protective equipment required to prevent damage or injury shall be provided by the Company at the Customer's expense.

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

The Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carrier which are applicable to such connections.

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REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

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REGULATIONS**2.1 UNDERTAKING OF THE COMPANY** (Continued)**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction may be performed for the Company by a third party, and may be governed by contract between the Company and third party. Special construction is that construction undertaken:

- (A) Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) Of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) Over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) In a quantity greater than that which the Company would normally construct;
- (E) On an expedited basis;
- (F) On a temporary basis until permanent facilities are available;
- (G) Involving abnormal costs; or
- (H) In advance of its normal construction.

2.1.9 Ownership of Facilities

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

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REGULATIONS

2.2 PROHIBITED USES

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require business applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and North Dakota Public Service Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such shutdown.
- (D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of a new service, and non-recurring installation charges as stated in this Price List will apply.

REGULATIONS

2.3 **OBLIGATIONS OF THE CUSTOMER**

2.3.1 General

The Customer shall be responsible for:

- (A) The payment of all applicable charges pursuant to this Price List;
- (B) Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.1 General (Continued)

- (D) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
- (F) Complying with all laws and regulation applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as state herein, removing the facilities or equipment of the Company;
- (G) Not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) Making company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

REGULATIONS**2.3 OBLIGATIONS OF THE CUSTOMER** (Continued)**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) Any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

REGULATIONS

2.4 CUSTOMER EQUIPMENT AND CHANNELS

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade or data telephonic signals that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Price List.

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The Magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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2.4 CUSTOMER EQUIPMENT AND CHANNELS (Continued)

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Business Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an "End User" as defined below:

"End **User** means any customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

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REGULATIONS

2.4 **CUSTOMER EQUIPMENT AND CHANNELS – BUSINESS CUSTOMERS** (Continued)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.4(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2.5 PAYMENT ARRANGEMENTS

2.5.1 Nondiscriminatory Service

The company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this price list in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is false, misleading, or deceptive.
- (B) The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service except as permitted by law.
- (C) If a customer cancels a service, the Company will not charge the customer for the service provided after the date that the service was cancelled. If the Customer cancels service before completion of a contract, any and all termination charges apply.
- (D) The Company will not state to a customer that basic local exchange service will be shut off unless the customer pays an amount that is due in whole or in part for an unregulated service.

REGULATIONS

2.5 **PAYMENT ARRANGEMENTS** (Continued)

2.5.2 Payment for Service

(A) Facilities and Service Charges

The customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(B) Taxes

The Customer is responsible for payment of any sales, use, gross, receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.5.3 Billing and Collection of Charges

(A) The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.

(B) Non-recurring charges are due and payable from the customer within 25 days after the invoice date, unless otherwise agreed to in advance.

(C) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 25 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

1. Any amounts not paid within 25 days shall subject to a late charge of 1.5% per month or at the maximum lawful rate, whichever is lower.

2. The Customer will be assessed a charge of ten dollars (\$10.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.

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REGULATIONS

2.5 **PAYMENT ARRANGEMENTS** (Continued)

2.5.3 **Billing and Collection of Charges** (Continued)

- (D) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For the purpose, every month is considered to have 30 days.
- (E) If service is disconnected by the Company in accordance with Section 2.5.6 and later restored restoration of service will be subject to all applicable restoration and installation charges.
- (F) Unless otherwise specified by the Customer, if partial payment of a bill is made, then the Company shall first credit the partial payment to basic local exchange service and regulated toll service.

REGULATIONS

2.5 **PAYMENT ARRANGEMENTS** (Continued)

2.5.3 **Billing and Collection of Charges** (Continued)

- (G) At a minimum, each Customer bill rendered by the Company shall clearly state all of the following information:
- (1) The beginning and ending dates of the billing period.
 - (2) The due date.
 - (3) Any previous balance.
 - (4) The telephone number for which the bill is rendered.
 - (5) The total amount due for basic local exchange service and regulated toll service.
 - (6) An itemized statement of all taxes due.
 - (7) The total amount due.
 - (8) The address and telephone number of the provider, designating where the customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided.

REGULATIONS

2.5 **PAYMENT ARRANGEMENTS** (Continued)

2.5.4 Disputed Bills

- (A) In the event that a billing dispute occurs concerning any charges billed to the Customer by the company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of the service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- (B) Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. IF the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the North Dakota Public Service Commission, State Capital, Bismarck, North Dakota 58505-0480
- (C) If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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2.5 PAYMENT ARRANGEMENTS (Continued)

2.5.4 Advance Payments

The Company may require the prepayment of 1 billing period's charges for basic local exchange service as a condition of service. If a Residential Customer's basic local exchange service is subject to usage-sensitive pricing, then the prepayment permitted by this rule shall not be more than the average of charges for similar services purchased in the Customer's exchange during the most recent calendar year for which data are available. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit. No deposit may be required for qualified

REGULATIONS

2.5 **PAYMENT ARRANGEMENTS** (Continued)

2.5.5 Deposits

- (A) To safe guard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bill on presentation. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.
- (B) A deposit may be required in addition to an advance payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (D) Simple interest on deposits will accrue at a rate equal to 6%.
- (E) No deposit will be charged for lifeline customer that voluntarily elects to receive toll blocking service.
- (F) The Company will not require a cash deposit or other guarantee as a condition of obtaining basic local exchange service, unless the prospective customer refuses to produce identification that can be readily and inexpensively verified or if the prospective customer has a history of payment default within the past 60 months for telecommunications services.
- (G) The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

REGULATIONS

2.5 **PAYMENT ARRANGEMENTS** (Continued)

2.5.6 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Business Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Business Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service to Business Customers without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

REGULATIONS

2.5 **PAYMENT ARRANGEMENTS** (Continued)

2.5.6 **Discontinuance of Service** (Continued)

- (G) Upon the Company's discontinuance of service to the Customer under Section 2.5.6(A) or 2.5.6(B), the Company, in addition to other remedies that may be available to the Company at law or in equity or under any other provision of this Price List, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- (H) With proper notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (I) With proper notice in the event of tampering with the equipment of services furnished by the Company.

REGULATIONS

2.5 **PAYMENT ARRANGEMENTS** (Continued)

2.5.7 Cancellation of Application for Service

- (A) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all other charges levy against the Company that would have been chargeable to the Customer had service commenced.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.7(A) through 2.5.7(C) will be calculated and applied on a case-by-case basis.

REGULATIONS

2.5 PAYMENT ARRANGEMENTS (Continued)

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 ALLOWANCE FOR INTERRUPTIONS IN SERVICE

2.6.1 Credit for Interruptions

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of the Price List by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

- (A) A credit allowance will be made when an interruption occurs, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Price List.
- (B) An interruption period begins from the time the Customer's service is reported to be inoperative and, if necessary, release it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. NO credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

REGULATIONS

2.6 **ALLOWANCE FOR INTERRUPTIONS IN SERVICE** (Continued)

2.6.2 Changes in Service Requested

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of the Price List by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider.
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company with thirty (30) days of the date that service was affected

REGULATIONS

2.6 ALLOWANCE FOR INTERRUPTIONS IN SERVICE (Continued)

2.6.3 Use of another Means of Communications

If the Customer elects to use another means of communication during the period of interruption, the customer must pay the charges for the alternative service used.

2.6.4 Application of Credit for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
Each additional 3 hour period (or fraction thereof):	1/5 Day

Two or more interruptions of 15 minutes or more during anyone 24-hour period shall be considered as one interruption.

A maximum of one full day's credit will be allowed for any 24 hour period.

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2.6 **ALLOWANCE FOR INTERRUPTIONS IN SERVICE** (Continued)

2.6.4 Application of Credit for Interruptions in Service, (Continued)

(C) (Continued)

Over 24 Hours and Less Than 72 Hours. If a Customer's service is reported or is found to be out of service and remains out of service for more than 24 hours and less than 72 hours, then service will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of twenty-four (24) hours.

Interruptions Over 72 Hours. Interruptions over seventy-two (72) hours will be credited two (2) days for each full twenty-four (24) hour period. No more than thirty (30) days credit will be allowed for any one month period.

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2.6 **ALLOWANCE FOR INTERRUPTIONS IN SERVICE** (Continued)

2.6.5 Limitations on Allowances

No credit allowance will be made for:

- (A) Interruptions due to the cause of, negligence of, or noncompliance with the provisions of this Price List by, the Customer, authorized user, or joint user;
- (B) Interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (C) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (D) Interruption of service during a time period in which the Company provides a satisfactory replacement service.
- (E) Interruption of service due to malfunction of connecting facilities; or interruption of service resulting from malfunction of other telecommunications carrier's facilities.

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2.6 **ALLOWANCE FOR INTERRUPTIONS IN SERVICE** (Continued)

2.6.6 Cancellation For Service Interruption

Cancellation or termination of service by Customers due to service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

REGULATIONS**2.7 RESTORATION OF SERVICE****2.7.1 Service Restoration**

When a Customer's Basic Local Exchange Service has been shutoff in accordance with this Price List, the Company will restore Service promptly after the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made. Before restoring service, the Company reserves the right to require one or more of the following:

- (1) Payment of the total amount due on all of the Customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company;
- (2) An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service;
- (3) Payment of the restoration charge and any applicable installation charges pursuant to Section 4 of this Price List;
- (4) Payment of an advance payment and/or security deposit pursuant to Section 2.5.4 and 2.5.5 of this Price List.

Any payments required for service restoration may be made by the Customer in any reasonable manner, except that payment by personal check may be refused by the Company if the Customer has tendered payment by a check that had been dishonored during the previous 3 years, excluding bank error.

REGULATIONS**2.8 USE OF CUSTOMER'S SERVICE BY OTHERS****2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this Price List. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.9 CANCELLATION OF SERVICE

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below, or as defined in a service contract. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

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

- (A) All unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) Any discontinuation, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) All Recurring Charges specified in the applicable Service Order Price List incurred prior to disconnection, cancellation or termination; minus
- (D) A reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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2.10 **TRANSFERS OF ASSIGNMENTS**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) Pursuant to any financing, merger or reorganization of the Company.

2.11 **NOTICES AND COMMUNICATIONS**

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notice and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.12 FORMAL AND INFORMAL PROCEDURES

For Customers, informal Complaints will be handled by the Company's customer service department, which will use good faith efforts to informally resolve the dispute. If the Company and the Customer are unable to informally resolve the dispute, the customer may file a formal complaint with the North Dakota Public Service Commission.

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2.13 **CUSTOMER LIABILITY FOR FRAUD AND UNAUTHORIZED USE OF THE NETWORK**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under the Price List.

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under the Price List, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's employees, or the public. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or service obtained by the unauthorized use before notification to the Company.

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2.14 SPECIAL TAXES, FEES, AND SURCHARGES

- (A) All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the Quoted rates and charges set forth in the Price List. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- (B) The company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services.

2.15 CUSTOMER ACCESS TO INFORMATION

2.15.1 Public Access To Rules And Rates

The Company will keep on file at the Company's Headquarters, and provide public access to schedule of all rates and service charges.

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2.16 MISCELLANEOUS PROVISIONS

2.16.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for a least ninety (90) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.16.2 Maintenance and Operations Records

Records of various test and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the company or to fulfill the requirements of commission rules shall be kept on file in the office of the Company as required under Commission rules.

2.17 CUSTOMER RESPONSIBILITY

2.17.1 Cancellation by Customers

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. In the event the customer executes a term commitment agreement with the company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

SERVICE OFFERINGS

3.1 GENERAL

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.1.1 Application of Business and Residence Rates

- (A) The determination as to whether telephone service should be classified as business or residential is based on the character of the use to be made of the service. Service is classified as business where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature, service is classified as residential service if installed in a residence.
- (B) Business rate apply at the following locations, among others:
 - (1) In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
 - (2) In residential locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes; and in residence locations where an extension is located at a place where business rates would apply.
 - (3) In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner who has no service at business rates at another location.
 - (4) In any residential location where there is substantial business use of the service and the customer has no service at business rates.
- (C) Residential rates apply at the following locations, among others:
 - (1) In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business nature are not furnished.
 - (2) In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner provided that such residence is not a part of an office building and provided the customer has service charged at business rates at another location.

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3.2 DIRECTORY LISTINGS

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no charge. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise. Additional listings may be provided to customers at the rates specified in 4.15 following.

3.3 TYPES OF SERVICES OFFERED

Section 3.4 of the tariff contains a general description of the services offered by the Company and the rates applicable to each service. The Company provides switched, telephonic-quality voice and data transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the State of North Dakota, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

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3.4 BASIC LOCAL EXCHANGE SERVICE

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

- (a) Receive calls from other stations on the public switched telephone network;
- (b) Access the Company's 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 the Company's 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.

Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc.) Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch at no charge upon customer request. 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 residence and business service is compromised 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.

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3.4 **BASIC LOCAL EXCHANGE SERVICE** (Continued)

3.4.1 Basic Line Service

Basic Line Service provides a residential customer with all of the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic line rates may be charged on any of the following optional rate plans. See Section 4 for rates.

3.4.2 Exchange Served

TDS Metrocom, LLC furnishes local services in all Qwest local service areas in Minnesota.

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3.4 **BASIC LOCAL EXCHANGE SERVICE** (Continued)

3.4.3 Home Advantage Bundled Packages

Home Advantage Bundled Packages combine a residential monthly flat rate line with long distance calling, and/or a feature rich package at a discounted rate. Customers must verbally agree to a 12-month service commitment via a Third Party Verification process. Within 3-5 days, customers will receive a confirmation letter of the verbal agreement. They will have 10 days from the date of the verbal agreement to cancel the contract. If a customer cancels service after the 10 day window, they will be charged a cancellation fee. The cancellation fee is assessed to recover installation charges waived when a customer initially signs a contract. The charge is included in Section 4. Customers must also choose TDS Metrocom, LLC Long Distance as their Local and Long Distance Carrier. All long distance includes only the contiguous 48 states, calls to other areas are at tariff rates.

- i. **Home Advantage I (Available in Fargo, W Fargo, Grand Forks, Mandan, Bismark, & Jamestown)** combines a basic residential monthly flat rate line with one hour of Company provided long distance calling.
- ii. **Home Advantage II (Available in Fargo, W Fargo, Grand Forks, Mandan, Bismark, & Jamestown)** combines a basic residential monthly flat rate line with two hours of Company provided long distance calling.
- iii. **Home Advantage III (Available in Fargo, W Fargo, Grand Forks, Mandan, Bismark, & Jamestown)** combines a basic residential monthly flat rate line with three hours of Company provided long distance calling.
- iv. **Home Advantage IV (Available in Fargo, W Fargo, Grand Forks, Mandan, Bismark, & Jamestown)** combines a basic residential monthly flat rate line with four hours of Company provided long distance calling.
- v. **Home Advantage Choice (Available in Fargo)** combines two basic residential monthly flat rate lines with three hours of Company provided long distance calling, voice mail, call waiting, and Caller ID on the first line.
- vi. **Home Advantage Classic (Available in Fargo)** combines a basic residential monthly flat rate line with two hours of Company provided long distance calling, Caller ID, and Call Waiting.
- vii. **Home Advantage Plus (Available in Fargo)** combines a basic residential monthly flat rate line with discounted Company provided long distance calling rated at \$.09 per minute and caller ID, call waiting, last call return, 3-way calling, and voice mail.

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3.4 **BASIC LOCAL EXCHANGE SERVICE** (Continued)

3.4.4 Clear Value USA Package

The monthly rate for the Clear Value USA Package entitles the customer to a bundle of services including an access line, unlimited local and domestic toll calling. Also included in this package is Caller ID Name & Number, Voice Mail, Call Waiting, Caller ID on Call Waiting, 3-Way Calling, Automatic Callback, and Anonymous Call Rejection.

3.4.5 Clear Value Package

The monthly rate for the Clear Value Package entitles the customer to a bundle of services including an access line, 2 hours of long distance (then \$0.10/min). Also included in this package are Caller ID Name & Number, Call Waiting, and Caller ID on Call Waiting.

3.4.6 Clear Value Plus Package

The monthly rate for the Clear Value Plus Package entitles the customer to bundle of services including an access line, 250 minutes of long distance (then \$0.10/min). Also included in this package are Caller ID Name & Number, Call Waiting, Caller ID on Call Waiting, Voice Mail, 3-Way Calling, Automatic Callback, and Anonymous Call Rejection.

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3.5 DIRECTORY ASSISTANCE SERVICE

A customer may obtain Local Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. Please see Section 4, for applicable charges.

3.6 CENTREX 21 SERVICE⁽¹⁾⁽²⁾

- (A) Centrex 21 is a central office communications service, which provides the customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time. Centrex Station Lines are provided for connection of Centrex-compatible station sets to the public switched telecommunications network. Centrex Service standard and optional features are described in this Tariff.
- (B) Centrex 21 may be provided in association with lines terminating on common control equipment, commonly referred to as Key Systems.
- (C) Centrex 21 is offered as a customer option and may be provided subject to the availability of facilities and equipment as determined by the Telephone Company.

⁽¹⁾ This service is available to customers that are provisioned via UNE-P.

⁽²⁾ This service is grandfathered to existing customers effective October 1, 2013. The service will not be available to new customers after this date.

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3.7 PRESUBSCRIPTION

(1) General

Presubscription is a procedure whereby a subscriber designates to the Company the carrier or carriers which the subscriber wishes to be the carrier or carriers of choice for toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier or carriers. Presubscription does not prevent a subscriber who has presubscribed to a toll carrier from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per-call basis.

(2) Options

Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA, interLATA, or both intraLATA and interLATA toll calls subject to presubscription.

Option B: Subscriber may select a carrier other than the Company as the presubscribed carrier for intraLATA, interLATA, or both intraLATA and interLATA toll calls subject to presubscription.

Option C: Subscriber may select no presubscribed carrier for intraLATA or interLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all toll calls to the carrier of choice for each call.

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3.7 **PRESUBSCRIPTION** (Continued)

(3) Regulations

New subscribers may select either Options A, B, or C for Presubscription at no charge. For each subsequent toll presubscription selection change, a Service Order Charge as described on Sheet 7 of Section 4 at the rate specified on Sheet 8 of Section 4.

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3.8 INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

(1) General

ISDN-Primary Rate Interface (PRI) uses the ISDN architecture to provide the customer with the capability to transmit voice and data simultaneously over the same digital facility. Under various optional arrangements, PRI provides the customer with access to Circuit-Switched Voice Services and Circuit-Switched Data Services.

An ISDN-PRI arrangement connects an ISDN-capable Telephone Company central office switch to ISDN-capable customer premise equipment (CPE). Depending on the application, that CPE might be a PBX, a router, a multiplexer, etc. The PRI ISDN arrangement provides a total of twenty-four digital communications channels within a single physical facility. Twenty-three of these channels are called Bearer, or B Channels and they carry the actual voice or data. Another channel, called the Delta or D Channel, is used to transport signaling for the other 23 channels. This configuration is known as 23B+D.

Any applicable non-recurring and/or recurring rates for service are listed in Section 4.

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3.9 **DS-1 SERVICE**

(1) General

DS-1 Service is a digital transmission facility of 1.544 Mbps with a capacity of up to twenty-four (24) analog or digital channels. This service supports voice, analog data, digital data and video. This service consists of DS-1 capacity available twenty-four (24) hours per day, seven (7) days per week.

Any applicable non-recurring and/or recurring rates for service are listed in Section 4.

3.10 **DIRECT INWARD DIALING SERVICE**⁽¹⁾

(1) General

The Telephone Company will provide, subject to the availability of facilities, Direct Inward Dialing (DID) Service. DID service provides for the completion of local and toll calls to associated station numbers without intermediate handling by an attendant.

Any applicable non-recurring and/or recurring rates for service are listed in Section 4.

⁽¹⁾ This service is grandfathered to existing customers effective October 1, 2013. The service will not be available to new customers after this date.

SERVICE OFFERINGS**3.11 ADDITIONAL CALLING FEATURE DESCRIPTIONS****Abbreviated Access**

Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated code. Two arrangements are available, namely, Abbreviated Access, one digit or Abbreviated Access, two-digit.

The customer shares a speed call list with their Abbreviated Access provider and the provider controls the speed call list and informs clients of the digit(s) to dial to reach the predetermined telephone number.

Call Curfew

Allows the customer the ability to block incoming and outgoing calls. The feature can be turned on and off manually or automatically by pre-set schedules which have been defined by the customer.

When the feature is activated, incoming calls will be blocked and the calling party will hear an announcement that the customer is unavailable. For outgoing calls, the customer will hear a fast busy and the call will not be completed. When the feature is not activated, normal call processing will occur.

Call Forwarding - Busy Line (Expanded)

Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy.

Call Forwarding - Busy Line (External)

Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system, but within the same central office switch if the called number is busy.

Call Forwarding - Busy Line (Overflow)

Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy.

SERVICE OFFERINGS

3.11 **ADDITIONAL CALLING FEATURE DESCRIPTIONS** (Continued)

Call Forwarding - Busy Line (Programmable)

Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

Call Forwarding - Busy Line/Don't Answer (Expanded)

Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy or if the customer does not answer after a preset number of ringing cycles.

Call Forwarding - Busy Line (External)/Don't Answer

Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system, but within the same central office switch if the called number is busy or to any number within the same central office switch if the customer does not answer after a preset number of rings (where available).

Call Forwarding - Busy Line (Overflow)/Don't Answer

Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy or if the customer does not answer after a preset number of rings.

Call Forwarding - Don't Answer

Allows a customer to have an incoming call forwarded to another number within the same central office switch if the customer does not answer after a preset number of ringing cycles.

Call Forwarding - Don't Answer (Expanded)

Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the customer does not answer after a preset number of ringing cycles

SERVICE OFFERINGS

3.11 **ADDITIONAL CALLING FEATURE DESCRIPTIONS** (Continued)

Call Forwarding - Don't Answer (Programmable)

Allows a customer to have incoming calls forwarded to another number if the customer does not answer after a preset number of ringing cycles. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

Call Forwarding - Variable

Permits the automatic redirection of incoming calls to any alternate telephone number. The alternate telephone number is selected by the customer each time this feature is activated.

Call Rejection

Enables a customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

Call Trace

Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for future action. The customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The Company is not liable for damages if, for any reason, the Call Trace attempt is not successful.

Call Transfer

Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three party connection, and then to leave the connection without disconnecting the call.

SERVICE OFFERINGS**3.11 ADDITIONAL CALLING FEATURE DESCRIPTIONS** (Continued)**Call Waiting**

Provides for signaling a customer, who is talking on his line, that another call has been placed to his line. He may, by switch-hook operation, hold the first call, answer the second, return to the first or converse alternately with both. A customer with Caller Identification may also receive name and/or number information on a call that is waiting. (The customer must have the appropriate CPE.)

A customer who subscribes to Call Waiting may enhance their service to separately identify local and long distance calls. Different tones will distinguish the two types of calls, whether at the initial ring cycle or in the call waiting mode. There is no additional charge for this Long Distance Alert feature enhancement, nor will the Company charge to add this feature.

A customer who subscribes to Call Waiting may also enhance their service by adding Talking Call Waiting to their line. Talking Call Waiting is an enhancement that provides an audible announcement of the incoming caller's name. The audible announcement consists of the regular Call Waiting tone followed immediately by the calling party's name.

CALLER ID WITH PRIVACY +

Includes the Caller Identification - Name and Number functionality and, in addition, provides the customer with the ability to screen private and unidentified calls that are placed to their number.

Callers placing a call from a private or blocked telephone number to a CALLER ID WITH PRIVACY + customer will hear a series of prompts asking them to unblock their line or record their name for delivery to the called party. Callers placing a call from an unidentified number will be asked to record their name for identification purposes and to hold the line.

When the calling party records their name, the service will call the CALLER ID WITH PRIVACY + customer and the Caller ID unit will display "PRIVACY +" which identifies that the call is from the CALLER ID WITH PRIVACY + service. The customer will also hear a distinctive ring unless they subscribe to Custom Ringing. If the customer answers the call from the CALLER ID WITH PRIVACY + service, they will hear the recorded name and may then choose between three options for handling the incoming call. They may accept the original call, they may choose not to accept the original call, or, if they subscribe to Voice Messaging, they can direct the original call to their mailbox.

SERVICE OFFERINGS**3.11 ADDITIONAL CALLING FEATURE DESCRIPTIONS** (Continued)**Caller Identification - Name and Number**

Allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.

The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's sole and only obligation shall be to reasonably correct errors in names when notified in writing of such errors. Caller Identification Customers who do not wish to receive blocked calls can activate Anonymous Call Rejection by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to residence subscribers of Caller Identification and to business subscribers where technically feasible.

Caller Identification - Number

Allows for the automatic delivery of a calling party's telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on customer provided equipment. Caller Identification Customers who do not wish to receive blocked calls can activate Anonymous Call Rejection by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to residence subscribers of Caller Identification and to business subscribers where technically feasible.

SERVICE OFFERINGS**3.11 ADDITIONAL CALLING FEATURE DESCRIPTIONS** (Continued)**Continuous Redial**

Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

Customer Changeable Speed Calling

Permits a customer to place calls to a preselected telephone number by dialing fewer digits than the complete telephone number. The customer may preselect a repertory list of maximum 8 or 30 telephone numbers. The customer may change the information content of his repertory list by dialing a special code followed by the new telephone number to be placed in the list.

Dial Call Waiting

Allows a customer with a line equipped with the feature to direct a Call Waiting tone or a Distinctive Alert signal to a line equipped with Distinctive Alert. The feature is activated by dialing a preset access code and the telephone number of the line to which the signal is directed.

Dial Lock

Allows a customer the ability to manage their outbound calls (local, local long distance, and toll) by selectively blocking different types of calls placed from their line. This service will allow blocking to: all non-emergency local calls; long distance calls; international calls; operator assisted; toll free; information services; and directory assistance calls. The customer will select the types of calls they wish to have blocked. Customers may override the blocking at anytime through a personalized assigned PIN code.

Directed Call Pick Up

Allows a customer to answer a call, during the ringing cycle, that is directed to another line by dialing a preset access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

Directed Call Pick Up With Barge-In

Allows a customer to answer a call directed to another line which has been answered or is ringing by dialing a preset access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

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3.11 ADDITIONAL CALLING FEATURE DESCRIPTIONS (Continued)

Distinctive Alert

Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone.

Do Not Disturb

Allows a customer to prevent the ringing of their telephone. When the feature is activated, callers hear a customer selected greeting indicating that the customer is not available. If the customer has messaging service the caller may stay on the line and leave a message.

Easy Access

Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated two-digit code. The dialing code is *98.

Hot Line Service

Allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.

Priority Call

Allows a customer to assign a maximum of 15 callers' telephone numbers to a special list. The customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.

NO SOLICITATION

Allows a customer to deter sales and telemarketing calls received by the customer. This is accomplished via a recorded message which informs the caller that the customer does not accept telephone solicitations, and asks solicitors to hang up and to place the called party on the solicitors "do-not-call" list. No Solicitation automatically screens calls between the hours of 8:00 A.M. until 9:00 P.M. daily (may be disabled by the customer at any time if desired). A caller may press one, or stay on the line to complete the call connection.

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3.11 **ADDITIONAL CALLING FEATURE DESCRIPTIONS** (Continued)

Remote Access Forwarding (Call Following)

A function which allows all incoming calls to be forwarded to another telephone number. It allows the customer to remotely change the termination of their incoming calls. From any tone signaling telephone, the customer can activate, deactivate, or change the destination number. This service is marketed to residential customers under the name Call Following.

Scheduled Forwarding

A function which allows all incoming calls to be forwarded to another telephone number. It allows a customer to remotely change the termination of their incoming calls and base the termination upon a time schedule. From any tone signaling telephone, the customer can activate, deactivate, or change the times, days and destination numbers.

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3.11 **ADDITIONAL CALLING FEATURE DESCRIPTIONS** (Continued)

SECURITY SCREEN

Provides the customer with the ability to screen private and unidentified calls that are placed to their number. A customer who subscribes to SECURITY SCREEN must also subscribe to Caller Identification – Name and Number.

Callers placing a call from a private or blocked telephone number to a SECURITY SCREEN customer will hear a series of prompts asking them to unblock their line or enter a telephone number for delivery to the called party. Callers placing a call from an unidentified number will be asked to enter a telephone number for identification purposes. The SECURITY SCREEN customer will hear a distinctive ring if the calling party input the data passed unless they subscribe to Custom Ringing Service.

Unidentified callers will hear a message indicating that the person they are calling does not accept unidentified calls. The calling party will be told to hang up if they are a solicitor. All other callers will be asked to input the telephone number they are calling from. Once the calling party unblocks their line or enters a telephone number, they will be connected directly to the SECURITY SCREEN customer. The Caller ID unit will display one of the following:

- If the call is private or unavailable and the caller enters a ten-digit number from within Qwest's territory that is the same as the calling number, the display will carry the telephone number and the caller's name with an (*).

If the call is private or unavailable and the caller enters a private ten-digit number that is different from the calling number, the display will show SECURITY SCREEN and the number the caller input.

- If the call is private or unavailable and the caller enters a ten-digit number outside of Qwest's territory, the display will read SECURITY SCREEN and the number the caller input.

- If the call is private or unavailable and the caller inputs one to nine digits (e.g. 2345), the display will read SECURITY SCREEN and the number the caller input backfilled with zeros (000-000-2345).

A caller who chooses not to unblock their line or enter a number will be advised that their call could not be completed and the call will be terminated. If the SECURITY SCREEN customer has voice messaging service, the call will be transferred to the voice messaging service to leave a message rather than being terminated.

SERVICE OFFERINGS

3.11 **ADDITIONAL CALLING FEATURE DESCRIPTIONS** (Continued)

Selective Call Forwarding

Allows a customer to specify a special list of a maximum of 15 telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally. Three-Way Calling Permits adding a third party to an existing call. This service is available on a usage or subscription basis.

Hunting (Rotary) Service

Main lines may be arranged for rotary, level hunting or similar service where, by means of central office equipment, a call to one or more lines in a group will be completed to an idle line in that group when the called line is in use. Hunting Service is furnished only where necessary facilities are available. Trunk rates do not apply to residence PBX, residence, combination residence/business, or Centrex lines provided in rotary hunt.

Circular Hunt

Permits a complete hunt of incoming calls over all the lines in a Multiline Hunt Group (MLHG) regardless of which line in the group is dialed.

Preferential List Hunt

Permits an incoming call to pre-hunt over a subset or preferential list of lines within the same MLHG as the dialed number. If all lines within the preferential list are busy, the hunt continues over the remainder of the lines in the MLHG. Each line within a MLHG may subscribe to a preferential list with a maximum of 18 MLHG lines per preferential list. This service includes circular hunt.

Terminal Make Busy Key

This optional feature is used only with Uniform Call Distribution or Preferential List Hunt. Permits a terminal (line) or group of terminals (lines) to appear busy to incoming calls.

Rotary (Line Hunting) Break Arrangement

Provides a means of breaking the hunting feature of a rotary line or trunk group at a predetermined line or trunk.

Warm Line Service

Allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within a specified length of time after going off-hook. When the customer's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the central office switching equipment.

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3.12 CENTREX SERVICE⁽¹⁾⁽²⁾

- 3.12.1 Centrex is a central office communications service, which provides the customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time. Centrex Station Lines are provided for connection of Centrex-compatible station sets to the public switched telecommunications network. Centrex Service standard and optional features are described in this Tariff.
- 3.12.2 Centrex may be provided in association with lines terminating on common control equipment, commonly referred to as Key Systems.
- 3.12.3 Centrex is offered as a customer option and may be provided subject to the availability of facilities and equipment as determined by the Telephone Company.
- 3.12.4 The minimum period for Centrex services provided under this Tariff shall be one year.
- 3.12.5 Per call blocking and per line blocking will be provided to Centrex customers at no additional charge.

⁽¹⁾ This service is available to customers who are provisioned via on-switch.

⁽²⁾ This service is grandfathered to existing customers effective October 1, 2013. The service will not be available to new customers after this date.

SERVICE OFFERINGS

3.13 TELECOMMUNICATIONS SERVICE PRIORITY

A. General

1. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support National Security and 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 64.401, 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 re-issuance of these regulations or manuals supersede tariff language contained herein.

2. The TSP program has two components: restoration and provisioning.
 - a. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage¹. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - b. 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 services¹.

¹ When spare facilities are not available, it may be necessary for the Company to preempt TSP services to provision or restore NS/EP services with a higher priority level assignment. When this is necessary, NS/EP services will be selected in the inverse order of their TSP priority level assignment.

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SERVICE OFFERINGS

3.13 TELECOMMUNICATIONS SERVICE PRIORITY (Continued)

C. Rates and Charges

1. In the event that the Company must utilize additional labor outside of normal business hours in the provisioning or restoration of a service, additional labor charges may apply. Such charges will be billed to the customer. The Company will attempt to inform the customer of approximately how much these charges will be in advance.
2. A one-time charge for the initial establishment of or change in TSP status by the Company will be billed to the customer. In addition, normal connection charges will apply.
3. In subscribing to TSP, the customer recognizes that quoting charges and obtaining customer permission to proceed with service installation or restoration would delay the installation or restoration process and grants the Company the right to assess additional charges, when applicable, after the installation or restoration has been completed. When possible, the Company will attempt to provide an estimate to the customer of the additional charges in advance of the work.
4. Facilities required by the Company for its internal operations are exempt from the TSP rules.

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RATES AND CHARGES

4.1 BASIC LOCAL EXCHANGE SERVICE

Service to be provided as defined in Section 3 of this tariff. Service charges may also apply.

Monthly Rates¹

Residential Flat Rate Service [2][3]

<u>City</u>	<u>First Line</u>	<u>Additional Line</u>
Belfield	\$21.55	\$19.26
Bismark	\$19.17	\$16.88
Casselton	\$22.33	\$20.04
Dickinson	\$20.14	\$17.85
Emerado	\$21.35	\$19.06
Fargo	\$19.48	\$17.19
Gradner	\$21.94	\$19.65
Grafton	\$20.14	\$17.85
Grand Forks	\$19.48	\$17.19
Hatton	\$20.71	\$18.42
Hillsboro	\$18.57	\$16.57
Jamestown	\$19.36	\$17.07
Kindred	\$22.33	\$20.04
Larimore	\$19.16	\$16.87
Leonard	\$23.16	\$20.87
Mandan	\$18.90	\$16.61
Manvel	\$21.68	\$19.39
Mayville	\$18.97	\$16.68
Minto	\$19.86	\$17.57
Northwood	\$19.74	\$17.45
Reynolds	\$21.55	\$19.26
Thompson	\$21.93	\$19.64
Valley City	\$19.16	\$16.87
Wahpeton	\$20.19	\$17.90

Residential Featureless Flat Rate Service[3]

	<u>Monthly Rate</u>
Per Line	\$30.95

¹ Rates include EAS charges

[2] Residential Flat Rate Service will be grandfathered to existing customers effective March 16, 2005.

[3] All applicable surcharges and taxes will apply in addition to the monthly rate.

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RATES AND CHARGES

4.1 **BASIC LOCAL EXCHANGE SERVICE** (Continued)

Service to be provided as defined in Section 3 of this tariff. Service charges may also apply.

4.1.3 Business Service⁽²⁾

Monthly Rates⁽¹⁾⁽³⁾

<u>City</u>	<u>First Line</u>	<u>Stand By Line</u>
Belfield	\$36.53	\$22.74
Bismark	\$31.74	\$17.96
Casselton	\$40.70	\$24.67
Dickinson	\$33.70	\$19.92
Emerado	\$36.13	\$22.35
Fargo	\$34.96	\$19.93
Gradner	\$39.91	\$24.88
Grafton	\$30.99	\$18.52
Grand Forks	\$32.37	\$18.59
Hatton	\$32.14	\$19.66
Hillsboro	\$27.84	\$15.36
Jamestown	\$29.42	\$16.94
Kindred	\$40.70	\$25.67
Larimore	\$29.02	\$16.54
Leonard	\$42.37	\$27.33
Mandan	\$31.20	\$17.42
Manvel	\$36.80	\$23.02
Mayville	\$28.23	\$16.15
Minto	\$30.43	\$17.96
Northwood	\$30.18	\$17.71
Reynolds	\$36.53	\$22.75
Thompson	\$37.29	\$23.52
Valley City	\$29.02	\$16.54
Wahpeton	\$31.10	\$18.52

(1) Rates include EAS charges

(2) This service is grandfathered to existing customers effective October 1, 2013. The service will not be available to new customers after this date.

(3) Rates will take effect on the October 2013 bill cycle date.

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RATES AND CHARGES

4.1 BASIC LOCAL EXCHANGE SERVICE (Continued)

4.1.4 Trunk Rates⁽¹⁾

<u>City</u>	<u>Monthly Rates</u> ⁽²⁾			
	<u>Two Way Trunk First Line</u>	<u>Inward Trunk</u>	<u>Outward Trunk</u>	<u>Two Way Four Wire Trunk w/DID & Hunting</u>
Belfield	\$46.69	\$46.69	\$46.69	\$82.42
Bismark	\$39.52	\$39.52	\$39.52	\$75.25
Casselton	\$52.33	\$52.33	\$52.33	\$84.79
Dickinson	\$42.45	\$42.45	\$42.45	\$78.18
Emerado	\$46.10	\$46.10	\$46.10	\$81.83
Fargo	\$43.73	\$43.73	\$43.73	\$76.18
Gradner	\$51.15	\$51.15	\$51.15	\$83.60
Grafton	\$39.23	\$39.23	\$39.23	\$78.18
Grand Forks	\$40.45	\$40.45	\$40.45	\$76.18
Hatton	\$40.94	\$40.94	\$40.94	\$79.89
Hillsboro	\$34.49	\$34.49	\$34.49	\$73.44
Jamestown	\$36.86	\$36.86	\$36.86	\$75.81
Kindred	\$52.33	\$52.33	\$52.33	\$84.79
Larimore	\$36.27	\$36.27	\$36.27	\$75.22
Leonard	\$54.83	\$54.83	\$54.83	\$87.28
Mandan	\$38.71	\$38.71	\$38.71	\$74.44
Manvel	\$47.10	\$47.10	\$47.10	\$82.82
Mayville	\$35.67	\$35.67	\$35.67	\$74.62
Minto	\$38.39	\$38.39	\$38.39	\$77.34
Northwood	\$38.01	\$38.01	\$38.01	\$76.96
Reynolds	\$46.69	\$46.69	\$46.69	\$82.42
Thompson	\$47.84	\$47.84	\$47.84	\$83.62
Valley City	\$36.27	\$36.27	\$36.27	\$75.22
Wahpeton	\$39.38	\$39.38	\$39.38	\$78.33

(1) This service is grandfathered to existing customers effective October 1, 2013. The service will not be available to new customers after this date.

(2) Rates will take effect on the October 2013 bill cycle date.

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4.1 BASIC LOCAL EXCHANGE SERVICE (Continued)

	<u>Monthly Recurring Charge</u>
4.1.5 <u>RESIDENTIAL PACKAGES</u> –ND [1][2][3][4]	
<u>Home Advantage I</u>	\$27.99
<u>Home Advantage II</u>	\$35.99
<u>Home Advantage III</u>	\$40.99
<u>Home Advantage IV</u>	\$45.99
<u>Home Advantage Choice</u>	\$60.95
<u>Home Advantage Classic</u>	\$35.95
<u>Home Advantage Plus</u>	\$30.95

- [1] All applicable surcharges and taxes will apply in addition to the monthly rate.
[2] Must choose TDS Metrocom, LLC Long Distance as long distance provider.
[3] Residential Packages will be grandfathered to existing customers effective March 16, 2005.
[4] All long distance calls are rounded up to the nearest minute.

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4.1 BASIC LOCAL EXCHANGE SERVICE (Continued)

Monthly
Recurring
Charge

4.1.5 RESIDENTIAL PACKAGES –ND [1][2][3] (Continued)

Clear Value USA \$50.99

- Includes Flat Rate Line & Unlimited long distance. Also includes: Caller ID Name & Number, Voice Mail, Call Waiting, Caller ID on Call Waiting, 3-Way Calling, Automatic Callback, & Anonymous Call Rejection.

Clear Value [4] \$29.00

- Includes Flat Rate Line, Caller ID Name & Number, Call Waiting, and Caller ID on Call Waiting.
- Also includes 2 hours of long distance
Minutes over 2 hours

\$0.10/min

Clear Value Plus [4] \$34.00

- Includes Flat Rate Line, Caller ID Name & Number, Call Waiting, Caller ID on Call Waiting, Voice Mail, 3-Way Calling, Automatic Callback, & Anonymous Call Rejection.
- Also includes 250 minutes of long distance
Minutes over 250

\$0.10/min

- [1] All applicable surcharges and taxes will apply in addition to the monthly rate.
- [2] Must choose TDS Metrocom, LLC Long Distance as long distance provider.
- [3] Residential Packages will be grandfathered to existing customers effective March 16, 2005.
- [4] All long distance calls are rounded up to the nearest minute.

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4.1 BASIC LOCAL EXCHANGE SERVICE (Continued)

4.1.6 BUSINESS PACKAGES⁽¹⁾

	<u>Rate Per Month</u>
TDS BUSINESS BUNDLES ⁽²⁾⁽⁸⁾	
(A) TDS Business Package - Basic ⁽³⁾⁽¹¹⁾	\$27.99
(B) TDS Business Package ⁽⁴⁾	\$34.99
(C) TDS Business Package - Enhanced ⁽⁵⁾	\$41.99
	<u>Per Minute Rate</u>
Domestic Outbound LD ⁽⁶⁾⁽⁹⁾ (Available with all bundles above)	\$0.039
Toll Free Option ⁽⁷⁾⁽⁹⁾ (Available to TDS Bus Package Only)	\$0.049

- (1) Unless otherwise stated all charges in this Section are per line; monthly recurring charge does not include any applicable taxes and surcharges. EAS, End User Common Line Charge (EUCL) or Local Number Portability (LNP) charge.
- (2) The TDS Business Bundles are available only to On-Switch and UNE-P customers. Dual PIC required for all TDS Business Package Lines. USF and EAS charges are included in package prices.
- (3) Includes flat rated local calling and Hunting. Additional features are available at standard rates.
- (4) Includes flat rated local calling, Remote Access Call Forwarding (Not Available to UNE-P customers), 3-Way Conference Calling, Call Waiting, Hunting, and Call Transfer. Additional features are available at standard rates.
- (5) Includes flat rated local calling, Remote Access Call Forwarding (Not Available to UNE-P customers), 3-Way Conference Calling, Call Waiting, Hunting, Call Transfer, Caller ID Name & Number, and Voice Mail. Additional features are available at standard rates.
- (6) Upgrade available to Unlimited Domestic Outbound LD at \$18.00 per month, per line.
- (7) Toll Free Number must point to a TDS Metrocom, LLC owned number. The Toll Free Service will only be available to subscribers of the TDS Business Package.
- (8) Customers who sign a 24 month (or longer) contract will receive discounted rates. Customers who do not renew their TDS Business contract for a minimum of 24 months, will default to the Month-to-Month pricing above.
- (9) For all long distance calls (inbound and outbound), billing increments are 6 seconds after the initial 30 seconds.
- (10) This plan provides unlimited minutes of use for residential voice service only. The customer agrees that the service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dial-up access to the internet or other information services, call centers or switching applications is not permitted and will entitle TDS Metrocom to terminate the service upon written notice of the violation. TDS Metrocom reserves the right to monitor customers' usage to determine compliance with these limitations.
- (11) This service is grandfathered to existing customers effective October 1, 2013. The service will not be available to new customers after this date.

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4.1 **BASIC LOCAL EXCHANGE SERVICE** (Continued)

4.1.7 **DIRECTORY ASSISTANCE**

Per Call	\$1.20
Information Call Completion, per call completed	\$0.99*

* Any applicable long distance charges per USLink's Long Distance Tariff will apply for calls completed.

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RATES AND CHARGES

4.2 CENTREX 21 SERVICE⁽¹⁾⁽²⁾

	Monthly Recurring Charge Rate <u>Group I</u>	Monthly Recurring Charge Rate <u>Group II</u>	Monthly Recurring Charge Rate <u>Group III</u>
	Grafton, Hatton, Hillsboro, Jamestown, Larimore, Maybille, Minto, Northwood, Valley City and Wahpeton	Belfield, Bismark, Mandan, Dickenson, Emerado, Grand Fords, Manvel, Reynolds and Thompson	asselton, Fargo Gardner, Kindred and Leonard
<u>ANALOG STATION LINE</u>	2 - 50 Lines ⁽³⁾		
Month – Month	\$48.95	\$48.95	\$48.95
12 - 36 Months	\$31.88	\$31.88	\$31.88
37 – 60 Months	\$28.11		
37 – 60 Months		\$30.46	\$30.46
<u>ISDN 2B+S</u>	2 – 50 Lines ⁽³⁾		
Month – Month	\$68.76	\$68.76	\$68.76
12 – 36 Months	\$62.47	\$62.47	\$62.47
37 – 60 Months	\$59.92	\$59.92	\$59.92

4.2.1 Electronic Business Set

	<u>Monthly Rate</u>
Electronic Business set Interface, Per Main Station Line	\$6.00
Primary Appearance of a Software #	\$2.00
Subsequent Appearance of a Software #	N/A
Single Appearance of a Software #	\$2.00
Adjunct Module, Per Module	\$2.40
Nonstandard config. Group, Per Group	N/C

(1) These service rates are available to customers that are provisioned via UNE-P.
 (2) This service is grandfathered to existing customers effective October 1, 2013. The service will not be available to new customers after this date.
 (3) Rates will take effect on the October bill cycle date.

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4.2 CENTREX 21 SERVICE⁽¹⁾⁽²⁾ (Continued)

4.2.2 Optional Service Features Include

Monthly Rate

Additional Secondary Directory #	\$1.00
Analog Call Appearance, Per #	\$1.00
Call Park, Per Station Line	\$1.00
Caller ID Name & Number, Per Line	\$3.50
Remote Access Forwarding, Per Line	\$6.95
Scheduled Call Forwarding, Per Line	\$7.95

4.2.3 Miscellaneous Charges

Centrex 21 System Change Charge Per Line	N/C
Conversion Charge, Per Existing Line from Company Access	N/C
Loop Extension Charge, Per Loop	N/C

4.2.4 Standard Features at No Charge

3 Way Conference	Call Waiting
6 Port Conference	Caller ID, Number Only
Call Forward	Caller ID on Call Waiting
-busy	Hunting
-don't answer	Message Waiting
-busy, don't answer	-audible
-don't answer, customer programmable	-visual
-busy, customer programmable	Speed Calling
-variable	-6 individual
Call Hold	-30 individual
Call Pickup	#1 List Controller
-directed	#1 List User
Call Transfer	#2 List Controller
	#2 List User

(1) These service rates are available to customers that are provisioned via UNE-P.

(2) This service is grandfathered to existing customers effective October 1, 2013. The service will not be available to new customers after this date.

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4.3 SERVICE CHARGES

4.3.1 General

- (A) Service Connection Charges are non-recurring charges which apply to the ordering, installing, moving, changing, rearranging for furnishing telephone service, miscellaneous and supplemental equipment and other telephone facilities. Charges for service connection include:

- (1) SERVICE ORDER CHARGE
- (2) LINE CONNECTION CHARGE
- (3) MOVE CHARGE
- (4) NON – SUFFICIENT FUNDS (NSF) CHARGE
- (5) CANCELLATION FEE

Any one or combination of all elements may apply, depending upon the work functions performed to execute a customer's particular order.

4.3.2 Descriptions

- (A) Service Order Charge
A Service Order Charge applies per customer order, for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording and processing a customer's request for service.
- (B) Line Connection Charge
A Line Connection Charge applies to arranging a line(s) to provide service between the central office and the customer's premises, and/or any changes or moves to a customer's line (s).
- (C) Move Charge
A move charge applies when a customer is moving from one location to another within the same serving area.
- (D) NSF Charge
If payment is returned due to insufficient funds, the Customer will be charged a NSF charge.
- (E) Cancellation Fee
A Cancellation Fee will be charged when a customer signs a term agreement and leaves service prior to the end of the term agreement. This will include customers who move out of our service area.

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4.3 **SERVICE CHARGES** (Continued)

4.3.3 Rates

	<u>Non-Recurring Charge</u>
(A) Service Order Charge	
(1) Residential	\$10.00
(2) Business	\$20.00
(B) Line Connection Charge	
(1) Residential	\$25.00
(2) Business	\$20.00
(C) Move Charge	
(1) Residential	\$25.00
(2) Business	\$20.00
(D) NSF Charge	\$30.00
(E) Cancellation Fee	\$75.00

4.4 **ISDN SERVICE RATES**

<u>ISDN – PRI T-1</u>	<u>Monthly Recurring Charge</u>
23B Channels	\$949.00
ISDN – PRI T-1 Installation Charge	<u>Non-Recurring Charge- All Markets</u>
23B Channels	\$626.00

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4.4 **ISDN SERVICE RATES** (Continued)

ISDN – PRI T-1 (Continued)

Monthly Recurring Charge

- Trunk Change Charges
- Changes with a Trunk Type
- Changes from One Trunk Type to Another Trunk Type
- Add, Change, or Rearrange Hunting

4.5 **2 WIRE PBX TRUNK**⁽¹⁾

DID SERVICE

- Nonsequential Telephone Number, Each \$0.09
- DID Block of 20 Sequential Telephone Numbers, Per Block \$5.00
- In-Only DID Trunk Termination Each* \$45.47⁽²⁾
- 2-Way Digital DID Termination* \$46.47⁽²⁾
- 2-Way, 4-Wire Analog DID Trunk Termination** \$47.47⁽²⁾

- * In Addition, a PBX or DSS Trunk is Required
- ** In Addition, a 2-Way, 4-Wire Trunk is Required

RATE STABILIZED PLAN FOR FLAT RATE PBX-12 TO 84 MONTHS

- 2-Way
- Inward
- Inward w/DID Service
- Outward

- * (Rates Vary By Number of Trunks, Term of Contract and Quarter Miles from Company)

MESSAGE RATE TRUNKS⁽¹⁾

- 2-Way \$0.70
- Outward \$0.70
- Toll Access Service* \$28.24⁽²⁾
- Local Messages, Each (In Addition to Monthly Rate) \$0.15

- * This Service is Designed Primarily for Hospitals, Nursing Homes, and the Hotel/Motel Industry. The Service Enables patients or Guests to Dial Operator Handled, No-Sent Paid and Sent Paid Toll Messages without the Assistance of the Attendant Position.

⁽¹⁾ This service is grandfathered to existing customers effective October 1, 2013. The service will not be available to new customers after this date.

⁽²⁾ Rates will take effect on the October 2013 bill cycle date.

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4.6 DIGITAL DS-1 SERVICE RATES

	<u>Monthly Recurring Charge</u>
<u>DSS FACILITY AND COMMON EQUIPMENT</u>	
- All Basic Trunks or a Combination of Basic Advance Trunks	\$315.00
- All Advanced Trunks	\$150.00
<u>DSS RATE STABILIZED</u> (36 month term)	
- All Basic Trunks or a Combination of Basic Advance Trunks	\$295.00
- All Advanced Trunks	\$126.90
<u>DS-1 INSTALLATION CHARGES</u>	
- Digital Grade DS-1 Trunk Installation	<u>Non-Recurring Charge</u> \$1,150.86

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4.7 ADDITIONAL CALLING FEATURE RATES*

	<u>Business Rate Per Month</u>	<u>Residence Rate per Month</u>
ABBREVIATED ACCESS, 1 DIGIT		
- Each Shared Speed Call List	\$20.00	N/A
- Each Line Arranged	\$0.50	\$0.50
ABBREVIATED ACCESS, 2 DIGIT		
- Each Shared Speed Call List	\$30.00	N/A
- Each Line Arranged	\$0.50	\$0.50
BILLED NUMBER SCREENING	N/C	N/C
CALL FORWARDING		
- Busy Line (Expanded)	\$2.50	\$0.25
- Busy Line (External)	\$2.50	N/A
- Busy Line (Overflow)	\$7.50	\$0.25
- Busy Line (Programmable)	\$8.50	\$1.85
- Busy Line/Don't Answer (Expanded)	\$4.75	\$0.75
- Busy Line/Don't Answer (External)	\$4.75	N/A
- Busy Line (Overflow)/Don't Answer	\$9.25	\$0.75
- Don't Answer	\$3.50	\$0.50
- Don't Answer (Expanded)	\$3.50	\$0.50
- Don't Answer (Programmable)	\$4.50	\$2.60
- Remote Access Forwarding	\$7.00	\$6.50
- Scheduled Forwarding	\$8.95	\$6.00
- Selective Call Forwarding	\$3.50	\$3.50
- Variable	\$4.50	\$2.75
CALL PLANNER, PER DID NUMBER	\$7.95	N/A
CALL MANAGER CONNECTION*	\$19.95	N/A
- W/Call Waiting	\$19.95	N/A
- W/Call Waiting ID	\$19.95	N/A
CALL REJECTION	\$4.00	\$4.25
- Anonymous Call Rejection	N/C	N/C
CALL TRANSFER	\$5.25	\$5.75
CALL WAITING	\$7.00	\$5.25
TALKING CALL WAITING (Must have Call Waiting)	\$3.95	\$2.95
CALLER ID-NAME AND NUMBER	\$7.00	\$6.50
CALLER ID-NUMBER	\$6.75	\$6.50
CALLER ID-BLOCKING	N/C	N/C
CALLER ID W/PRIVACY	\$10.95	\$9.95

* Applicable Service Connection Charges may apply.

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4.7 ADDITIONAL CALLING FEATURE RATES* (Continued)

	<u>Business Rate Per Month</u>	<u>Residence Rate per Month</u>
CONTINUOUS REDIAL	\$3.00	\$3.25
CUSTOM RINGING SERVICE	\$6.50	\$4.75
- 1 ST Additional Number	\$5.25	\$2.50
- 2 nd Additional Number	\$5.25	\$2.50
CUSTOMIZED/SAME NUMBER		
- Easy Number	\$2.50	N/C
- Same Number	N/C	N/C
- Personalized Number	\$9.00	N/C
- Number Search	N/C	N/A
DIAL CALL WAITING	\$2.15	\$2.15
DIAL LOCK	\$3.95	\$3.95
DIRECTED CALL PICKUP	\$1.00	\$1.00
DIRECTED CALL PICKUP W/BARGE IN	\$1.00	\$1.00
DISTINCTIVE ALERT	\$1.00	\$1.00
DO NOT DISTURB	\$3.95	\$3.95
EASY ACCESS	\$0.75	\$0.75
HOT LINE SERVICE	\$1.75	\$1.75
INTERCEPT SERVICE		
- Basic (No Referral to New #)	N/C	N/C
- New Number Referral	N/C	N/C
- 2 nd Additional Lines Per #, 12 months		
** (OTC One Time Charge)	\$65.00 OTC	
- Extended Duration Per # Per Month	\$10.00	
INTRACALL	\$1.75	\$1.75
LAST CALL RETURN	\$4.00	\$3.75
- Last Call Return Block	N/C	N/C
NO SOLICITATION	\$6.95	\$6.95
NEXTCONNECTS	\$19.95	N/A
NUMBER FORWARDING (For Anywhere Voice Mail)	N/A	\$6.95
PRIORITY CALL	\$3.50	\$3.50
SECURITY SCREEN	\$2.50	\$2.75
SPEED CALLING 8	\$2.50	\$1.75
SPEED CALLING 30	\$5.50	\$2.75
3-WAY CALLING	\$4.50	\$3.25
- 3-Way Call Blocking	N/C	N/C

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4.7 ADDITIONAL CALLING FEATURE RATES* (Continued)

	<u>Business Rate Per Month</u>	<u>Residence Rate per Month</u>
HUNTING SERVICE EACH LINE		
Belfield	\$8.25	\$8.75
Bismark	\$6.75	\$7.25
Casselton	\$10.00	\$10.75
Dickinson	\$7.00	\$7.50
Emerado	\$8.50	\$9.00
Fairmount	\$8.96	\$8.96
Fargo	\$7.50	\$8.00
Gardner	\$9.50	\$10.25
Grafton	\$7.00	\$7.50
Grand Forks	\$6.75	\$7.25
Hatton	\$7.50	\$8.00
Hillsboro	\$5.75	\$6.25
Jamestown	\$6.50	\$7.00
Kindred	\$10.00	\$10.75
Larimore	\$6.25	\$6.75
Leonard	\$10.50	\$11.50
Mandan	\$6.50	\$7.00
Mayville	\$6.25	\$6.50
Minto	\$6.75	\$7.25
Northwood	\$6.75	\$7.25
Reynolds	\$8.50	\$9.25
Thompson	\$9.00	\$9.75
Valley City	\$6.25	\$6.75
Wahpeton	\$7.00	\$7.50
HUNTING		
- Circular Hunt Each Line	\$5.50	\$6.00
- Preferential List Hunt 1 st Line	\$15.50	\$15.50
- Preferential List Hunt 2 nd Line	\$5.00	\$5.00

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4.7 ADDITIONAL CALLING FEATURE RATES* (Continued)

	<u>Business Rate Per Month</u>	<u>Residence Rate per Month</u>
VOICE MAIL		
- Mailbox Each (Month to Month Rate)	\$12.50	\$6.95
- Discounted Voice Mail/w Bus Feature Package II	\$11.00	\$6.95
VOICE MAIL PACKAGES		
1. Call Forward/Busy Line Don't Answer & Message Waiting Indication Available	\$15.50	N/A
2. Call Forward/Busy Line Don't Answer & Message Waiting Indication – Audible/Visual	\$19.35	N/A
3. Call Forward Don't Answer & Message Waiting Indication Audible	\$17.00	N/A
4. Call Forward Don't Answer & Message Waiting Indication Audible/Visual	\$17.85	N/A
OPTIONAL MAILBOXES		
- Call Routing	\$8.75	N/A
- Call Routing to Number	\$12.00	N/A
- Extension Mailbox	\$6.95	\$3.95
OPTIONAL FEATURES PER MAILBOX		
- 50 Additional Message Capacity	\$4.95	\$4.95
- 100 Additional Message Capacity	\$9.95	\$9.95
- Message Notification	\$4.95	\$4.95
- Scheduled Greetings	\$4.95	N/A
- Message Waiting Indicator – Audible	\$0.25	\$0.05
- Message Waiting – Visual	\$0.85	\$0.85
- Message Waiting – Visual & Audible	\$1.10	\$0.30
ANYWHERE VOICE MAIL (For Use with number forwarding)	N/A	\$12.95
WARM LINE SERVICE	\$2.50	\$2.50
WIRE MAINTENANCE		
- POTS Per Line	\$5.00	N/A
- Special Services, Per Termination	\$5.00	N/A
- PBX Trunk Each	\$5.00	N/A
BUSINESS COMPLETE COVERAGE	\$6.95	N/A
RESIDENCE COMPLETE COVERAGE	N/A	\$5.95
TOLL RESTRICTION (No Billable Toll Calls)	\$3.50	\$1.75

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4.8 TELEPHONE ASSISTANCE PROGRAMS

4.8.1 General

A. Link-Up

North Dakota residents who are eligible to receive Food Stamps, Public Assistance (formerly Aid to Families with Dependent Children), Energy Assistance or Medicaid benefits may also qualify for the FCC's Link-Up Program.

The following eligibility criteria will apply:

- Applicant must meet the state requirements for Food Stamps, Public Assistance, Energy Assistance or Medicaid. The Department of Human Services will verify a customer's eligibility to participate in the Link-Up Program.
- The consumer can receive the benefit of the Link Up Program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which Link Up assistance was provided previously.

B. Telephone Assistance Program

The North Dakota Telephone Assistance Program (TAP), or Lifeline, is a program which provides reduced monthly rates for low income residential customers who meet eligibility requirements for Food Stamps, Public Assistance, Energy Assistance or Medicaid. Rates under this program apply to the single line serving the customer's principal residence.

4.8.2 Toll Blocking Service

Toll Blocking service, by Customer choice, will be offered free of charge to Lifeline Customers. Where a Lifeline Customer voluntarily elects to receive toll blocking service, no deposit may be charged in accordance with Section 2.5.4 of this tariff.

4.8.3 Supplemental Connection Charge Assistance

A 50% discount up to \$30.00 will be applied on connection charges to establish service at a new address. This discount applies only on a single line at the principal place of residence for the applicant.

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4.9 EMERGENCY SERVICE

Allows Customers to reach appropriate emergency services including police, fire, and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer, and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling. If 911 Service is not available in an area, the Company shall make arrangements for the Customer to reach the appropriate emergency services through dialing "0".

4.10 TELECOMMUNICATIONS RELAY SERVICE (DUAL PARTY RELAY SERVICES)

Telecommunications Relay Service enables hearing-impaired or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

4.11 TELEPHONE DIRECTORY

For Customers that subscribed to the Company's Basic Local Exchange Service, the Company will provide each Customer annually at no charge one copy of a printed directory listing all telephone Service subscribers, except for unlisted and unpublished numbers, within the Customer's local exchange area. The Company may, at its option, either publish its own directory or provide a copy of one published by the dominant exchange service provider.

4.12 CALL BLOCKING SERVICE

Call Blocking Service is a service that provides Customers with the capability to block originating calls to the 1-900 calling networks or 976 services. When Call Blocking Service is requested, all originating calls to 900 numbers nationwide will be blocked. Calls to a 976 service will also be blocked. Customers with Call Blocking Service attempting to dial a 900 number from a restricted line will reach a Company-provided or DUC-provided intercept announcement. Call Blocking may be provided at no charge.

4.13 INTRALATA PRESUBSCRIPTION

- (A) Application of Rates:
There will be no charge for a subscriber's initial intraLATA toll presubscription selection.
- (B) For each subsequent toll presubscription selection change, a \$5.00 fee will be assessed.

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4.14 RATES BY INDIVIDUAL CONTACT BASIS (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

The Company reserves the right to offer special incentives and arrangements when negotiating with prospective entities regarding participation in Company "beta" test scenarios. This includes, but is not limited to, the possible waiver of various initial charges or requirements included within this tariff, if necessary to ensure the participation in the full beta test offering. The aforementioned special incentives and arrangements will be suspended prior to general availability of any product or service.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under the law.

If a customer terminates an ICB prior to expiration of the contract, the customer shall pay the Company any fees as specified in the ICB and Section 2.

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4.15 DIRECTORY LISTINGS

4.15.1 Additional Directory Listings*

	<u>Monthly Rate</u>
Residential	\$1.50
Business	\$6.00
Join Use	\$8.20
Semi-Private or Non-Listed number	\$1.80
Private Number or Non-Published	\$2.45

* Applicable Service Order Charge may apply.

4.16 PROMOTIONAL OFFERINGS

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this section.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonable certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.

A. Residential Clear Value Promotion

Effective January 1, 2005 through March 31, 2005, residential customers signing up for Clear Value, Clear Value Plus, or Clear Value USA packages will receive \$5.00 off of their first full 6 months of service. All other fees and usage charges will apply.

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4.16 PROMOTIONAL OFFERINGS (Continued)

B. One Month of Free Service Promotion

Effective January 1, 2005 through March 31, 2005, customers who sign a 60-month regular contract or a 24-month Essentials contract will receive a one-time bill credit for all their monthly recurring charges for transport and voice features, excluding data and usage. All other fees and usage charges will still apply.

C. Essentials Upgrade Promotion

Effective March 3, 2005 through May 31, 2005, existing business customers who request to have their standard business line disconnected, may be offered to sign up for the Essential Business Package and receive their first full month free. The customer must sign a 2 year plus contract. All other fees and usage charges will still apply.

D. "Try It, You'll Like It" Promotion

Effective June 1, 2005 through December 31, 2005, customers who sign a business line contract can try the Basic Voice Mail Service, Caller ID Name & Number, or Remote Access Call Forwarding features FREE for the first full two months. The feature must be new to the line. The customer must call and cancel after the two month free trial period to disconnect or cancel the service. Otherwise, the customer will begin to get charged the appropriate monthly charges.

E. Business Volume Caller ID Discount Promotion

Effective October 12, 2005 through April 15, 2006, new customers who meet volume requirements, will be eligible to receive \$3.50 off each Caller ID product in the form of a credit on their bill. Customers must order at least 5 lines and 5 Caller ID products to receive the Caller ID credit. Credits are not available with all services.

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4.17 **CENTREX SERVICE**^{(1)(2)*}

CENTREX LINE RATE SCHEDULE⁽³⁾					
Number of Centrex Lines	12 Months	24 Months	36 Months	48 Months	60 Months
2-11	\$36.00	\$35.00	\$34.00	\$33.00	\$32.00
12-25	\$34.50	\$33.25	\$32.00	\$30.75	\$29.50
26-50	\$33.00	\$31.50	\$30.00	\$28.50	\$27.00
51-100	\$31.50	\$29.75	\$28.00	\$26.25	\$24.50
101-200	\$30.00	\$28.00	\$26.00	\$24.00	\$22.00
201-499	\$28.50	\$26.25	\$24.00	\$21.75	\$19.50
501+	\$27.00	\$24.75	\$22.50	\$20.25	\$17.00

Monthly Rate
\$8.95**

- Multi-City Centrex

4.17.1 Non-Chargeable Features

- Hunting Options
 - Per line
 - Circular
 - Regular
 - Denying all Collect and 3rd Party calls
 - Toll Restriction
 - Intercom Only
 - Unrestricted
- No Charge
No Charge
No Charge
No Charge
No Charge
No Charge
No Charge

4.17.2 Chargeable Features

- Assume Dial 9
 - Caller ID Number
 - Caller ID Name and Number
 - Conference Calling 6-way
 - Do-Not-Disturb
 - Message Waiting – Visual
 - Speed Dialing – 30
 - Queue Slot
 - Directed Call Park
- \$3.00
2.25
2.50
2.00
1.75
0.75
0.40
3.00
1.00

* Nonrecurring charges may apply

** There is a \$50.00 nonrecurring installation charge for Multi-City Centrex

(1) These service rates are available to customers that are provisioned via on-switch.

(2) This service is grandfathered to existing customers effective October 1, 2013. The service will not be available to new customers after this date.

(3) Rates will take effect on the October 2013 bill cycle date.

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4.25 TELECOMMUNICATIONS SERVICE PRIORITY

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
a. Priority Installation Invocation*		\$120.00
b. Restoration Level Implementation*		\$120.00
c. Restoration Level Change		\$2.50
d. Restoration Maintenance and Administration	\$1.28	

* When a service is ordered in both Priority Installation and Priority Restoration, only the non-recurring charge for Priority Restoration applies.

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SERVICE AREAS

5.1 LEGAL DESCRIPTION AND MAPS

The Company hereby mirrors the Map and Legal Description tariffs of the exchanges, by Qwest. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the ND PSC for approval.

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