

TITLE SHEETNORTH DAKOTA LONG DISTANCE INTEREXCHANGE TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Telecommunications Services by TNE Telephone, Inc. with principal offices at 5016 Spedale CT #304, Spring Hill, TN 37174-6105. This tariff applies to long distance interexchange services furnished within the state of North Dakota. This tariff is on file with the North Dakota Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business. TNE Telephone, Inc. can be reached at (888) 485-9061.

Issued: November 1, 2016

Effective: December 1, 2016

By:

Thomas Hadden, President & CEO
TNE Telephone, Inc
5016 Spedale Ct, #304
Spring Hill, Tennessee 37174

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

- I. Concurring Carriers - None
2. Connecting Carriers-None
3. Other Participating Carriers- None

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CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

Sheet	Revision	Sheet	<u>Revision</u>
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
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10	Original		
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15	Original		
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18	Original		
19	Original		

* Denotes new or revised sheet

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TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially; however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4u' Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(l)
- D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (*i.e.*; the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

The following are the only symbols used for the purposes indicated *below*:

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from another Tariff Location
- (N) New
- (R) Change resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation, but no change in Rate or Charge

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NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The Public Service Commission of North Dakota ("Commission" or "PSC") requires that each telephone company's Terms and Conditions comply with and not conflict with regulations and requirements of North Dakota Statutes, S.C. Code Section 58-9-10 et seq. and the regulations found in North Dakota Code Binder 26, Chapter 103, Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a North Dakota statute or rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Sub article 1 – General

Sub article 2 -Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Sub article 3 – Customer Relations including Standards of Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Sub article 4 -Engineering

Sub article 5 -Inspection and Tests

Sub article 6 – Standards and Quality of Service

Sub article 7 – Safety

Sub article 8 -Telecommunication Relay Service Advisory Committee

This Company agrees that it is responsible for complying with all applicable rules, regulations, and orders of the Public Service Commission of North Dakota and with the North Dakota Code. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule, regulation or order of the PSC or the North Dakota Code, the rule, regulation, order or statute will govern.

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SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions

The Company- Used throughout this tariff to mean TNE Telephone, Inc.

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

Account Code - A numerical code, one or more of which are assigned to a customer to enable the Company to identify use of service on *his* account and to bill the customer accordingly for such service. Multiple account codes may be assigned to a customer to identify individual users or groups of users on his account.

Advance Payment - Part or all of a payment required before the start of service.

Alternate Billing - Payment arrangements for calls completed over the Company's network which are other than those billed directly by the Company to the originating line.

Authorized User -A person, firm, corporation, or other entity authorized by the customer to receive or send communications over the Company's network.

Bandwidth - The total frequency band, in hertz, allocated for a channel.

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

Customer - The person, firm, corporation, or other entity that orders and/or utilizes telecommunications services from the Company. The Subscriber is the Customer in cases of presubscribed direct-billed service and exchange access service, whereas the End User is the Customer when alternative billing methods are chosen.

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SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.1. Definitions (Continued)

Customer Provided Equipment - Terminal equipment, as defined herein, provided by a customer.

Direct Billing - Payment arrangements for calls completed over the Company's network which are billed on a regular basis to the billing telephone number associated with the originating telephone number(s).

Exchange Access Service - Switched or Special Access to the Company's network by any Interconnecting Carrier for the purpose of originating or terminating communications.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

End User - The calling or called party using the services of the Company and therefore responsible for the associated charges.

Facility - Trunks, lines or other transmission media by which a common carrier originates and/or terminates interexchange messages to and/or from the exchange access network of the Company.

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

Message Toll Service Charge - An incremental or measured charge assessed to the Customer on a call where such increment reflects a measure of the call's duration, such as one minute, six seconds, three minutes etc.

ORS - The North Dakota Office of Regulatory Staff.

PIU- Percent Interstate Usage

Premises - The space designated by a customer as its place or places of business for termination of service, whether for its own communications needs or for its resale customers.

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SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.1. Definitions (Continued)

Service Agreement - A standard order form that includes all pertinent billing, technical, and other descriptive information pertaining to the Customer that will enable the Company to provide the communication service as required.

Special Access Service - Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

Subscriber - The person or legal entity that enters into direct billing arrangements for the Company's telecommunications services.

Switched Access Service - Access to the switched network of the Company for the purpose of originating or terminating communications.

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

Time of Day - Day, as referred to in this tariff, shall mean 8:00 A.M. until 4:59 P.M., Monday through Friday; Evening shall refer to 5:00 P.M. until 10:59 P.M., Sunday through Friday, and all day on the Company recognized Holidays; Night/Weekend shall refer to 11:00 P.M. until 7:59A.M., Sunday through Friday, all day Saturday, and from 12:00 A.M. until 4:59 P.M. Sunday, unless otherwise stated herein.

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SECTION 2-RULES AND REGULATIONS

2.1. Undertaking of the Company

This tariff contains the regulations and rates applicable to long distance or interexchange telecommunications services provided by Company for telecommunications between points within the State of North Dakota. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company.

Additionally, Company shall be responsible for the marketing practices of its contracted dealers and for their compliance with this provision. Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete interexchange telecommunications traffic within the State of North Dakota.

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SECTION 2-RULES AND REGULATIONS (Continued)

2.2 Use of Services

- 2.2.1. Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2. The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3. The use of Company's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4. The Company's services are available for use 24 hours per day, seven days per week.
- 2.2.5. The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6. The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7. Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8. The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

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SECTION 2-RULES AND REGULATIONS (Continued)

2.3. Liability of the Company

- 2.3.1. The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2. The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3. No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4. The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the monthly service charge for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5. The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6. The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7. The remedies set forth herein are excluding and in lieu of all other warranties and remedies, whether express, implied, or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose.

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SECTION 2-RULES AND REGULATIONS (Continued)

2.4. Responsibilities of the Customer

- 2.4.1. The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3. The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5. Cancellation or Interruption of Services

- 2.5.1. Without incurring liability, upon five (5) working days written notice to the Customer, where a 'working day' is defined as any day on which the company's business office is open and U. S. Mail is delivered, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A. For non-payment of any regulated sum due the Company for more than twenty-two (22) days after issuance of the bill for the amount due,
 - 2.5.1.B. For violation of any of the provisions of this tariff,
 - 2.5.1.C. For violation of any law, rule, regulations, policy of any governing authority having jurisdiction over the Company's services, or
 - 2.5.1.D. By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- 2.5.2. Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff operation of Customer and the Company's equipment and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3. The Customer may terminate service upon five (5) days written or oral notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service.
- 2.5.4. The Company's procedures and reasons for cancellation or interruption of services shall be consistent with Commission Regulations.

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SECTION 2-RULES AND REGULATIONS (Continued)

2.6. Credit Allowance

The Customer will receive credit for service interruption beginning when the customer reports the interruption to the Company's Customer Service Department and end when service is restored to the demarcation point. Credits for interruptions that are reported during non-business hours are calculated in the same manner.

2.7. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8. Deposit

The Company does not require deposits.

2.9. Payment and Billing

2.9.1. Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon the same date each month.

2.9.2. The Customer is responsible for payment of all charges furnished to the customer. Recurring charges are billed in advance. Usage and other non-recurring charges are billed in arrears. The initial billing may, at the Company's option, also include one month's estimated usage during a month billed in advance.

2.9.3. All bills are presumed accurate and shall be binding on the customer unless objection is received by the Company either orally or in writing.

2.10. Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the court.

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SECTION 2–RULES AND REGULATIONS (Continued)

2.11. Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

5016 Spedale Ct., #304
Spring Hill, Tennessee 37174
Telephone: (888) 485-9061

Any objection to billed charges should be reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. If over-billing of a subscriber occurs, due to Company error, the Company shall pay any interest on the amount over-billed.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

North Dakota Public Service Commission
600 E. Boulevard Ave
Bismarck, ND 58505-0480
hdpsc@nd.gov
701-328-2400

2.12. Taxes

All federal, state and local taxes, assessments, surcharges and fees, including sales taxes, use taxes and municipal utilities taxes are billed as separate line items and are not included in the rates quoted herein.

2.13. Late Charge

A maximum of one and one half percent (1.5%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty.

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SECTION 3-DESCRIPTION OF SERVICE

3.1. Computation of Charges

The total monthly charge for basic local service, with additional charges for custom calling features when applicable, is a fixed monthly amount and entitles subscribers to an unlimited number of calls to all exchange access lines within the local calling area.

3.2. Timing of Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver. A call is terminated when the switch determines the calling party hangs up.

3.3. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are published in the Local Exchange Routing Guide by Telcordia.

Formula:
$$\sqrt{(V1 - V2)^2 + (H1 - H2)^2}$$

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)

3.4. General Description of the Company's Long Distance Communications Services

3.4.1. Long Distance or Message Toll Service (MTS)

MTS service is a measured use, full time inbound or outbound service and is offered on a monthly basis utilizing communications facilities shared among multiple users. The individual customer's monthly charges for the use of such communications facilities are based upon the specific product selected and may be dependent upon time of day, the point of origin, the total minutes the customer utilizes such facilities and the distance of each call. The minimum charge shall be the applicable charge for one minute of use with use in excess of one minute during a call charged at the applicable rate per minute with the fraction, if any, of the last minute of each call rounded up to the next highest full minute, unless stated otherwise.

3.4.2. Special Promotional Offerings

From time to time the Company may provide certain special promotional offerings to its customers. These offerings may be limited to certain dates, times and locations. The Company will notify the PSC and ORS of the promotional offerings via transmittal letter.

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SECTION 3 -DESCRIPTION OF SERVICE (Continued)

3.4. General Description of the Company's Local and Long Distance Communications Services (continued)3.4.4. Discount Plans

The Company's services may be offered in conjunction with certain volume discount plans, which are based upon the Customer's total billed usage of the Company's network, or provided in exchange for certain network term commitments, or other stipulated conditions which may be described herein. Volume discount stages are determined by total dollar usage billed to an end user receiving such discount, including interstate and international usage. Recurring monthly charges, set up fees, installation costs or other such costs not directly applicable to the actual transmission of interexchange communications are not included in the volume discount, unless otherwise specified herein. Network term commitments refer to discounted usage charges that may be offered in consideration of certain contractual obligations regarding the Customer's service period. These discounts are non-transferable and do not necessarily apply to additional services as may be requested by the Customer beyond the terms of the discounted commitment. Discounts as described in this tariff apply only to those services described in this tariff.

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SECTION 4- CURRENT RATES

4. Long Distance

4.1 Calls billed in full minute increments. First minute of use rounded up to full minute.

Rate per minute: \$0.08

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