

December 13, 2023

Mr. Steve Kahl  
Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard Ave, Dept 408  
Bismark, ND 58505-0480

Re: Red River Rural Telephone Association d/b/a Red River Communications (“Red River”)  
Notice of Price List Changes

Dear Mr. Kahl:

Enclosed via e-filing is a revised tariff price list filed on behalf of Red River Rural Telephone Association d/b/a Red River Communications (“Red River”). Red River is establishing a late payment fee, changing some text/conditions related to past-due payments, and increasing several miscellaneous charges. December's customer bill notice of the proposed changes is also attached.

The changes in the price list are as follows:

Section 2, pages 11 and 12, revisions 1 and 2; and  
Section 6, pages 1, 2, and 3, revisions 3, 2, and 1

Sincerely,

*/s/ Shelly Eggert*

Shelly Eggert, Telecommunications Regulatory Consultant

Enclosures

cc: Tom Steinolfson and Donna Thiel, Red River Communications

**CHANGE IN TERMS: Late Fee Established**

Effective January 1, 2024, Red River is implementing a late payment fee of \$10 for past due amounts of \$10 or more. Bills are due the 25th of the month and late fees will be applied on the 26th. Accounts with past due amounts as of the 9th of the next month will be sent a delinquent notice. Accounts remaining with past due amounts on the 15th of that month will be disconnected for non-payment. If you have any questions, please contact our office at 701-553-8309, toll free 866-553-8309

**NOTICE OF PRICE INCREASE**

At RRC, we are committed to bringing you the highest quality services at a fair price. This requires price adjustments periodically. Effective January 1, 2024, some miscellaneous charges are changing: The Maintenance Visit Charge which applies when a Red River technician is called to a customer location for service trouble not associated with Red River's facilities - regular time will be \$100/hour, overtime will be \$150/hour. The Returned Payment Charge will be \$30 and the Premise Visit Charge will be \$40. The fee for a New Service Connection will be \$50, the Location Change Charge will be \$50, and the Rearrangement Charge will be \$50. The Reconnect from Vacation Charge will be \$24.50.

GENERAL EXCHANGE AND PRICE LIST  
FOR  
TELEPHONE SERVICE

Applying to the Intrastate Telephone Services  
Furnished Within The  
State of North Dakota

Explanation of Symbols:

The following Symbols are applicable to all sections of this Tariff schedule:

- (C) - Change in listing Regulation or Condition which may affect a Rate or Charge.
- (D) - Discontinued Rate, Charge, Regulation or Condition.
- (I) - Increase in Rate or Charge.
- (N) - New Rate, Charge, Regulation or Condition.
- (R) - Reduction in Rate or Charge.
- (T) - Changed text with no effect on Rate, Charge, Regulation or Condition.
- (U) - Updated to current existing Rate.
- (P) - Move to Section 10, Price List

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GENERAL REGULATIONS  
(NORTH DAKOTA)

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GENERAL REGULATIONS  
(NORTH DAKOTA)

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1. GENERAL

- A. The regulations set forth herein apply to intrastate services and facilities furnished within the State of North Dakota by Red River Rural Telephone Association hereinafter referred to as the Company, subject to the jurisdiction of the North Dakota Public Service Commission, when applicable.
- B. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

2. UNDERTAKING OF THE COMPANY

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified. This undertaking is dependent upon the availability of facilities. The facilities used to provide a particular service shall be chosen by the Company and are not represented to be suitable for any one service. The Company does not undertake to transmit messages.

3. LIABILITY OF THE COMPANY

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. No other liability shall in any case attach to the Company. The above described remedies in favor of customer are exclusive and in no event shall the Company, its contractors and agents be liable for responsible to customer or any other person or entity with respect to any other liability, loss or damage, arising out of, caused or alleged to be caused, directly or indirectly, by the Company, including but not limited to any death, bodily injury, an interruption of service, loss of business or profits or any indirect, special, or consequential damages.
- B. The customer indemnifies and saves the Company harmless (including costs and reasonable attorneys' fees) against the following:
  - 1. Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
  - 2. Any defacement or damage to the customer's premises resulting from the existence of the Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company, or its employees.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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3. LIABILITY OF THE COMPANY (Continued)

3. Any accident, injury, or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
  4. Claims for libel, slander, or infringement of copyright arising directly or indirectly from the material transmitted or recorded over its facilities; claims or infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus, systems and their associated wiring of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
  5. Liability for failure to provide service.
- C. The customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of telephone apparatus which fail to meet the dielectric requirements as established by the Company when such apparatus is provided by the customer. The Company has the right of refusing to, or ceasing to, render telephone service to a customer if at any time any of the telephones, appliances, lines or apparatus on the customer's premises shall be considered unsafe by Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.
- D. Customer-Owned Equipment:

Upon request of subscriber for trouble visit a charge will be made if trouble is found to be in subscriber provided systems.

The Telephone Company shall not be responsible for the installation, operation, or maintenance of any customer-provided systems. Exchange and message toll telephone services are not represented as adapted to the use of customer-provided systems where such systems are connected to the Telephone Company facilities. The responsibility of the Telephone Company shall be limited to the furnishing of facilities suitable for exchange and message toll telephone services and to the maintenance and operation of such facilities in a manner proper for such telephone services; subject to this responsibility the Telephone Company shall not be responsible for the through transmission of signals generated by the customer-provided systems or for the quality of, or defects in, such transmission or the reception of signals by customer-provided systems.

The Telephone Company shall not be responsible to the customer or otherwise if changes in the criteria, or in any of the facilities, operations or procedures of the Telephone Company render any customer-provided facilities obsolete or require modification or alteration of such facilities or otherwise affect its use or performance. Where it is reasonably foreseeable to the Telephone Company that such changes may affect customer-provided facilities, the Telephone Company shall provide reasonable notice.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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3. LIABILITY OF THE COMPANY (Continued)

E. Emergency Services:

The customer also agrees to release, indemnify and hold harmless the Telephone Company for any infringement or 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 to use of E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the customer, its user, agencies or municipalities, or the employees or agents of any one of them.

Under no circumstances shall the Telephone Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call on the system or to any other person or entity for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the telco or its officers, directors, employees or agents in preparing or furnishing, or any delay in preparing or furnishing any E911 listings and/or updates to the county and/or in responding and/or delay in responding to an emergency call, including but not limited to any death or bodily injury or any direct, indirect, incidental, special, consequential or other damages.

F. Public Safety and Subscriber Protection:

The Company recommends that the subscribers should be aware of the following possible hazards that exist while using the telephone:

**USE OF THE TELEPHONE NEAR WATER**

The telephone should not be used while you are in a bathtub, shower or pool. Immersion of the telephone or handset in water could cause an electrical shock.

**USE OF THE TELEPHONE DURING AN ELECTRICAL STORM**

You should avoid using a telephone during an electrical storm in your immediate area; calls of an urgent nature should be brief. Although all companies use protective measures to limit abnormal electrical surges from entering your home, absolute protection is impossible. There is a remote risk of a dangerous electrical shock from lightning when using the telephone during a nearby electrical storm.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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F. Public Safety and Subscriber Protection (Continued):

**USE OF THE TELEPHONE TO REPORT A GAS LEAK**

If you think you've found a gas leak, you should not use a telephone in the vicinity of the leak until the leak is repaired. The telephone contains electrical contacts that could generate a tiny spark when you lift the handset and dial. While unlikely, it may be possible for this spark to trigger an explosion if the gas concentration is high enough.

G. Directories

1. The liability of the Company for damages arising out of mistakes, omissions, or errors in directory listings and not caused by negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, or errors in directory listings exists. No other liability shall in any case attach to the Company.

4. USE OF SERVICE

A. General

Service is furnished for use by the customer and may be used only by others as specifically provided elsewhere in this Tariff.

B. Unlawful Use of Service

Service shall not be used for any unlawful purpose. The Company may refuse to furnish service to an applicant or may disconnect the service of a customer when:

- 1) A government law enforcement agency, acting within its jurisdiction, advises the Company that such service is being used or will be used unlawfully or for an unlawful purpose, or
- 2) The Company has other information which reasonably causes it to believe that such service is being used or will be used unlawfully or for an unlawful purpose.

C. Obscenity

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material which is obscene, lewd, lascivious, filthy or indecent.

D. Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

E. Harassment

Service shall not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass such other person.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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4. USE OF SERVICE (Continued)

F. Fraudulent Use

- 1) Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
- 2) No device shall be used by a customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

G. Interference With or Impairment of Service

Service shall not be used in any manner which interferes with another person in the use of his service, prevents another person from using his service, or otherwise impairs the quality of service to other customers.

H. Subscribing to Adequate Service

If a customer's use of service interferes unreasonably with the service of other customers, they will be required to take service in sufficient quantity or of a different class or grade.

I. Resale of Service

The resale of service is not permitted unless the customer is in compliance and certified under Section 214 of the Communications Act, and as may be excepted in this Tariff.

J. Location of Service

Service, except Coin Telephone Service, shall not be so located in such a manner as to enable other than authorized users to use the service.

5. APPLICATIONS FOR SERVICE

- A. An application for service made in writing establishes the contract between the Company and the customer on the terms and conditions set forth in this Tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred.
- B. Any change in rates or regulations prescribed by the North Dakota Public Service Commission modifies the terms and regulations of contracts to the extent of such change.

6. MINIMUM CONTRACT PERIODS

- A. Except as otherwise provided, the minimum contract period is one month for all services furnished.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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6. MINIMUM CONTRACT PERIODS (Continued)

- B. Where monthly construction charges are involved, such charges are payable as set forth in Section 5, GENERAL SERVICES.
- C. The length of minimum contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to customers.
- D. The Company may require a minimum contract period longer than one month at the same location in connection with special (nonstandard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

7. CANCELLATION OF APPLICATION FOR SERVICE PRIOR TO ESTABLISHMENT OF SERVICE

- A. Where the applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies.
- B. Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charges applies:
  - 1) The total costs (including overheads) in connection with providing and removing such facilities.
  - 2) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this Tariff plus the full amount of any installation and termination charges applicable.
- C. Where special construction of facilities has been started prior to cancellation, and there is another requirement for the specially constructed facilities in place, no charge applies.
- D. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overhead) applies. Where one or more, but not all, of the service involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.
- E. Installation or special construction of facilities for a customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or special construction.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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8. CREDIT POLICY

A. Deposit Requirements

The Telephone Company will require a deposit from any applicant or customer who has not established good credit with the Company. Deposit requirements as prescribed by the Company must be based upon standards which bear a reasonable relationship to the assurance of payment. 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 Tariff as to advance payments and 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.

All applicants, and those former subscribers whose accounts were either not paid in full or who did not have a "good" previous credit history, who request telephone service must pay a deposit prior to receiving service.

1. In lieu of a deposit, the Company will accept a utility reference in which the applicant or former subscriber had previous utility (telephone or electric) service in the same name as that listed on the membership application and had a good credit history based on the previous utility service.

A "good" credit history is defined as an account which has not received any treatments, i.e. disconnect notices, disconnects for non-payment, late payment charges, and dishonored checks.

2. The Company shall not require a deposit based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to assurance of payment.
3. Qualifying applicants for Lifeline Service may initiate service without paying a deposit if they voluntarily elect to have Toll Blocking on their line. Toll Blocking will be provided at no charge to Lifeline customers.

B. Deposit

A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or part of such bill as has been resolved to the satisfaction of the Company. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to that Company. The Company may, at its option, refund the deposit by direct payment or as credit on the bill. With notice a customer's deposit may be applied by the Company to a bill when the bill has been determined by the Company to be delinquent. The Company shall issue a written receipt of deposit to each customer from whom a deposit is received.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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8. CREDIT POLICY (Continued)

B. Deposit (Continued)

The amount of deposit may be adjusted based on the customer's monthly bill, at the option of the customer or the Company, at any time when the character or degree of the customer's use of the service has materially changed, or when it develops that the character or degree of such use will materially change, and such change is not temporary.

Interest shall be paid on deposits at a rate determined by the Company. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay interest, regardless of the dollar amount accrued, at the intervals it chooses but at least annually. (T)

When the service is terminated or the application is canceled and there are charges due to the Company, the deposit plus interest will be applied to the charges, and the balance, if any, returned to the customer or applicant within 60 days. The receipt given at the time a deposit is made will specify the conditions under which the deduction will diminish the deposit.

9. ADVANCE PAYMENTS

- A. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.
- B. Federal, State or Municipal governmental agencies may not be required to make advance payments.

10. RE-ESTABLISHMENT OF CREDIT

When the use, class, or extent of telephone service required by the customer changes significantly, or a customer requests reconnection after disconnection due to non-payment, the customer may be required to re-establish credit with the Company in accordance with 8.B.

11. CUSTOMER BILLING

- A. Regular bills will be issued periodically (monthly, quarterly). For billing purposes each month is presumed to have thirty days.
- B. Special bills for long distance telecommunications service may be issued at any time when charges are unusually high and the Company is uncertain as to the customer's ability to pay such charges.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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11. CUSTOMER BILLING (Continued)

- C. Services which are charged for at monthly rates are billed in advance for one month's service.
- D. Services which are charged for at other than monthly rates are billed in arrears, except when payment for messages is made by cash deposit in the coin telephone.
- E. Detail call information, such as the time the call was made, duration and destination may be provided for long distance telecommunications message service.
- F. Retroactive billing adjustments will not be made for a period exceeding three years.

12. PAYMENT FOR SERVICE

- A. The customer is responsible for the payment of rates and charges for all services furnished including, but not limited to, calls originated or accepted at a customer's service location.
- B. Bills are due by the 25th of the month and may be paid at any of the Company's public business offices through electronic means. (T)
- C. Charges for a message originated or accepted at a coin telephone shall be paid by cash deposit in the coin telephone unless arrangements for billing have been made.
- D. When a customer pays the monthly bill with a non-sufficient fund or no account check, or a returned electronic payment, a returned payment charge (see Section 6, page 2 B.7) will be made to that customer to cover the administrative costs incurred in handling the (T) transaction.
- E. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:
  - Red River Rural Telephone Association
  - 510 Broadway
  - PO Box 136
  - Abercrombie, ND 58001-0136
  - (701) 553-8309(C)

Any objection to billed charges should be reported promptly 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. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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12. PAYMENT FOR SERVICE (Continued)

If, after an investigation and review by the Company, a disagreement remains as to the disputed charges, the customer may file a complaint, in writing or by telephone, to the North Dakota Public Service Commission at:

State Capital – 12<sup>th</sup> Floor  
600 East Boulevard Avenue  
Bismarck, ND 58505-0480  
(701) 328-2400

13. FAILURE TO PAY FOR SERVICE

A. Regular Monthly Bills

- 1) A customer is considered to be delinquent in the payment of a regular monthly bill when the sum due is not received on or before the twenty-fifth calendar day following(T) the day the bill is either mailed or delivered by other means.
- 2) When a customer is delinquent in the payment of a regular monthly bill, the Company may disconnect the service not sooner than five days after mailing or delivery of written notice of intention to disconnect.

B. Special Bills

- 1) A customer is delinquent in the payment of a special bill when the sum due is not paid upon presentation.

14. RESTORATION OF TELECOMMUNICATIONS SERVICE

- A. If a customer's service is restored after having been disconnected in accordance with this Tariff, the customer will be required to pay Service Charges specified in Section 6, page 2, B.5. of this Tariff. Monthly service rates will not apply for the period between the disconnection and reconnection.
- B. When a customer's service has been disconnected in accordance with this Tariff and the membership has been terminated, service will be re-established only upon the basis of an application for new service.

15. TELEPHONE NUMBERS

The customer has no proprietary right in a telephone number; and the Company may change the telephone number of a customer whenever, in the conduct of its business, it deems it desirable to do so.

16. DIRECTORIES

- A. The Company will furnish to its customers, without charge, its directory as necessary for the efficient use of the service.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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16. DIRECTORIES (Continued)

- B. Directories regularly furnished to customers remain the property of the Company. No binder, holder or auxiliary cover, except as provided or authorized by the Company, shall be used in conjunction with any directory furnished by the Company.
- C. No liability for damages arising from errors in or omissions of directory listings, or listings obtained from the Directory Assistance operator, shall attach to the Company. In the case of additional or extra listings for which a charge is made, its liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.

17. OWNERSHIP OF FACILITIES

Facilities furnished by the Company remain the property of the Company until transferred or abandoned.

18. ACCESS TO FACILITIES

The customer shall provide employees and agents of the Company access to Company facilities, at all reasonable times.

19. REARRANGEMENT, REPAIR, MAINTENANCE, DISCONNECTION AND REMOVAL OF FACILITIES

- A. All facilities owned by the Company will be maintained by it, except where such facilities are situated, in the judgment of the Company, in hazardous or inaccessible locations.
- B. Customers may not rearrange, disconnect, remove or otherwise tamper with, or permit others to rearrange, disconnect, remove or tamper with any facilities owned by the Company, except with the Company's written consent, or as specified elsewhere in this Tariff.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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20. DAMAGE, LOSS OR DESTRUCTION OF COMPANY FACILITIES

All ordinary expense of maintenance and repair of Company facilities, unless otherwise specified in this Tariff, is borne by the Company. If any of the Company's facilities are damaged, lost or destroyed for any reason other than ordinary wear and tear, the customer is held responsible for the cost of replacing the lost or destroyed facilities or restoring the damaged facilities to their original condition, except when caused by the negligence of the Company.

21. POWER SUPPLY

The customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company-provided telecommunications equipment on the customer's premises.

22. INTERRUPTIONS TO SERVICE

- A. When service is interrupted and the interruption exceeds a 24-hour period (as measured from the time the interruption is reported to or detected by the Company, whichever occurs first, unless otherwise stated in another Section of this Tariff or that of a connecting company which governs), a credit allowance will be made, at the customer's request, for the service which is rendered useless and inoperative due to the interruption.
- B. A credit allowance will not be given for:
  - 1) Interruptions caused by the negligence or willful act of the customer.
  - 2) Interruptions caused by customer-provided facilities.
  - 3) Interruptions caused by electric power failure where the customer furnishes such electric power.
- C. The credit allowance will be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by the Company, whichever occurs first) to the total time in a 30 day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance. No other liability shall attach to the Company in consideration of such interruption to service. Retroactive billing adjustments will not be made for a period exceeding three years.

23. IDENTIFICATION OF PARTIES TO COMMUNICATIONS

The calling party shall establish his identity as often as may be necessary in the course of any communication.

The calling party shall be solely responsible for establishing the identity of the party with whom connection is made at the called station or stations.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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24. LIMITING OF COMMUNICATIONS

The Company may limit communications over its facilities during emergencies which result in a shortage of facilities.

25. TERMINATION OF SERVICE

A. Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company in advance and upon payment of the termination charges given below in addition to all charges due for service which has been furnished.

- 1) In the case of service for which the minimum contract period is one month, the termination charges are the charges due for the balance of the initial month.
- 2) In case of additional directory listings where the listing has appeared in the directory, the termination charges are the charges due to the end of the directory period. In the following cases, however, charges will continue only to the date of termination of the extra listing subject to a minimum charge for one month:
  - a. The contract for the main service is terminated.
  - b. The listed party becomes a customer to telephone exchange service.
  - c. The listed party moves to a new location.
  - d. The listed party dies.
- 3) In the case of special equipment for which the minimum contract period is in excess of one month at the same location, such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contract period bears to the full minimum contract period.

B. Service may be terminated after the expiration of the minimum contract period, upon the Company being notified in advance and upon payment of all charges due to the date of termination of the service.

C. Telecommunications service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

26. DISCONNECTION OF SERVICE

A. The Company may discontinue service to a customer without notice under the following conditions:

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26. DISCONNECTION OF SERVICE (Continued)

- 1) In the event of tampering with the Company's equipment;
- 2) In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
- 3) In the event of a customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

B. The Company may discontinue telecommunications service to a customer under the following conditions after giving customer a minimum of five (5) days' (excluding Sundays and legal holidays) notice:

- 1) For failure of the customer to pay a bill for service when due;
- 2) For failure of the customer to meet the Company's deposit and credit requirements;
- 3) For failure of the customer to make proper application for service;
- 4) For customer's violation of any of the Company's rules on file with the Commission;
- 5) For failure of the customer to provide the Company reasonable access to its equipment and property;
- 6) For customer's breach of the contract for service between the Company and the customer;
- 7) For a failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service; or
- 8) When necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

27. REFUSAL OF SERVICE

The Company may refuse to furnish service if it has reasonable cause to believe that the service will be used in violation of, or noncompliance with, any of the regulations or other conditions contained in this Tariff governing the furnishing of such service. If the Company so refuses to furnish service it will inform the applicant of his right to complain to the North Dakota Public Service Commission. If the Commission shall, upon hearing such complaint, determine that the service will not be used in violation of any of the regulations or other conditions contained in this Tariff, the service will be promptly furnished.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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28. APPLICATION OF RATES AND CHARGES

A. General

- 1) Determination as to whether subscriber's service should be classified as business, residential or business/agri-residential service is based upon the character of the use which is to be made of the service. Not all classes of service are available in all exchanges.
- 2) While the location at which service is furnished is, in most cases, a dependable index of the character of use and rates for business and residence service are generally applied on this basis, the character of use is controlling in all instances regardless of the location.
- 3) Flat rate and message rate services are not furnished in the same premises unless it is established that neither service will be used to supplement the other.
- 4) Classification and application of rates for business, residential or business/residential combination services offered to customers, rather than for collective use, are set forth herein. (Collective use would include services such as semi-public or public service.)

B. Business Use

- 1) Business rates apply to any service provided for customer use in any premise regularly used for business, trade or professional use, or:
  - a. Where the customer engaged in a business, trade or profession is not a customer of business telephone service in the same exchange.
  - b. Where the customer engaged in business has residential service under a different telephone number at a separate location.
  - c. When the customer does not meet the above requirements but requests business telephone service for business reasons.

C. Residence Use

- 1) Residence rates apply to service provided for customer use in the residence of an individual or family, (such as single residence, or a private dwelling, apartment house or hotel, or other building, trailer, etc.), where the service will be used solely by the customer or members of the customer's family, and such use will be primarily for personal, social and domestic purposes.
  - a) The listings furnished include no designation, title or other matter indicating the business, trade or profession in which the customer or any other authorized user of service is engaged.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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28. APPLICATION OF RATES AND CHARGES (Continued)

C. Residence Use (Continued)

- b) The customer or other authorized user of the residence service is a person with a doctor's degree who is engaged in the practice of medicine, surgery, dentistry, optometry, osteopathy, etc., and is also a customer to, or an authorized user of business service in the same or another premise in the same exchange, in which case the title may be included in any listing of the residence service if necessary for purposes of identification of such person but not of value for any business purpose.
  - c) The customer or other authorized user of the service is employed as a clergyman, military or naval officer, is a retired clergyman, officer or professional; in which cases a title, such as Rev., Father, Rabbi, Capt., Dr., etc., if necessary for purposes of identification of such person but not of value for any business purpose, may be included in the listing.
  - d) When in the judgment of the Company a descriptive title or designation is included in a listing as is necessary to properly identify the customer or an authorized user of his service, but not of value for any business purpose.
- 2) Residence rates also apply to service provided for customer use in the following cases where the use of the service is primarily for personal, social or domestic and only incidentally for business purposes or:
- a) At lodging or rooming houses where the total tenants never exceeds five (5) or at boarding houses where the total patrons never exceed ten (10).
  - b) To station services in college fraternity or sorority houses where the members lodge or board.

D. Business/Agri-Residential Use. This class of service is not available in the Abercrombie, Colfax, Great Bend or Mooreton exchanges. Such use of service in those exchanges shall be classified as business.

1. Business/agri-residential combination rates apply to service provided for customers use for both residential and business use. These rates apply when the primary use of the telephone line is neither solely for business nor solely for residential purposes and/or:
- a) Where the place of business and residence of a customer are in the same premises or at the same location and no telephone service is installed in the place of business, the business/agri-residential rate applies to the telephone service installed in the residence.
  - b) Where the place of business and residence of a customer are in the same premises and no business services exists at that location, the business/agri-residential rate applies to the residence when the business advertises the residential phone number in a telephone directory or uses any type of media advertising.

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28. APPLICATION OF RATES AND CHARGES (Continued)

D. Business/Agri-Residential Use (Continued)

- c) Where the customer is actively operating an agricultural business on the same premises or at the same location as their residence and no business service exists at that location, the business/agri-residential rate applies to the service in the residence.
2. Business/agri-residential rate apply to service provided for use by, in general, select government offices, recognized non-profit organizations, and other community-based organizations as identified below. Eligibility for the business/agri-residential rates at a location that is not a residence shall be solely at the discretion of the Company.
- a) Public libraries, fire department halls and city park boards shall be eligible for this service.
  - b) Public schools, ambulance, recognized churches and non-profit organizations shall be eligible for this service.
3. Service to Churches
- a) Business/agri-residential rates apply, in general, for service in churches when the telephone is located in the church building.
  - b) Residence rates apply, in general, for service located in the clergyman's residence or in a location other than the church used primarily for personal, social or domestic purposes.
  - c) An additional alphabetical listing which lists either the name of the Pastor of the church may be provided at the rates shown under Directory Listings in the General Services section of this Tariff.

GENERAL REGULATIONS  
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(Reserved For Future Use)

GENERAL REGULATIONS  
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29. SPECIAL CONSTRUCTION

A. Property

- 1) An average amount of entrance and distribution facilities may be furnished by the Company, provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- 2) If additional entrance or distribution facilities are required; if the conditions are such as to require special equipment, maintenance or methods of construction; if the stability of the customer has not been established; if the installation is for a temporary or semi-permanent purpose or if for any other reason the construction costs are excessive as compared with the revenue to be derived, the applicant shall be required to pay the costs over and above those applicable for a normal installation.
- 3) The customer will provide the Company without charge written permission for the placing of the Company's facilities on the property.

B. Underground

- 1) When feasible, conduit will be furnished by the Company at cost, or conduit may be provided by the applicant subject to the Company's specifications. Conduit used for Company facilities may not be used for any other purpose without the consent of the Company. The distance between the conduit and an electric light or power conduit or conductor shall be in accordance with the Company's specifications. The customer shall be required to pay the entire cost of maintenance of conduit including subsequent excavations and replacements necessary because of damage resulting from negligence on the part of the customer or his representatives or from freezing or improper drainage.
- 2) The cost of relocating underground entrance facilities at the customer's request will be borne by the customer.

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(NORTH DAKOTA)

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29. SPECIAL CONSTRUCTION (Continued)

C. Interim Excess Construction Charges for Advance Rural Regraded Service

- 1) Regrading of a customer's service on an individual basis in advance of the scheduled regrade for an exchange may be accomplished as set forth herein.
- 2) Charges for advance rural regraded service are intended to cover a portion of the costs for providing upgraded service and are in addition to the monthly rates for the class and grade of service provided, including mileage outside of the Base Rate Area when applicable.
- 3) All construction will be of a type, determined by the Company, as would normally be provided in the area where additional facilities are requested.
- 4) Customers who may be provided service on the same upgraded facility may be grouped for the application of these charges insofar as the apportionment does not increase the charges applicable to provide service to a single customer alone.
  - a) Charges for a group are those in excess of the individual allowance in which is applicable in each instance of advance regraded service. The total amount in excess of the total allowance for a group will be apportioned to each upgraded customer in equal amounts.
- 5) Rates:

Installations up to 2,640 ft. ( $\square\frac{1}{2}$ mile)	6 mos. advance rental
Installations from 2,641 ft. to 5,280 ft. ( $\frac{1}{2}$ -1 mile)	12 mos. advance rental
Installations from 5,281 ft. to 7,920 ft. (1-1 $\frac{1}{2}$ miles)	18 mos. advance rental
Installations from 7,921 ft. to 10,560 ft. (1 $\frac{1}{2}$ -2 miles)	24 mos. advance rental
Installations from 10,561 ft. to 13,200 ft. (2-2 $\frac{1}{2}$ miles)	36 mos. advance rental

For all installations over 13,200 feet, 6 month's rental in advance for each additional 2,640 feet or fraction thereof to be constructed. All the above measurements are from the main line to the applicant's residence or place of business.

30. SPECIAL ASSEMBLIES OF EQUIPMENT OR SPECULATIVE PROJECTS

- A. Special Assemblies of Equipment or Speculative Projects, for which provision is not otherwise made in this Tariff or those involving unusual costs, may be provided where practicable, if not detrimental to any of the services furnished by the Company.

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30. SPECIAL ASSEMBLIES OF EQUIPMENT OR SPECULATIVE PROJECTS (Continued)

- 1) The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof, and will include, but not limited to, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:
  - a) Maintenance expense
  - b) Depreciation expense - including reusable and nonrecoverable items
  - c) Administration expense
  - d) Taxes - including Federal Income Tax
  - e) Any other specific items of expense that may be associated with the facility provided
  - f) A reasonable return on investment
- 2) The estimated installation cost used in the derivation of the various expense items shall include but not limited to, the following:
  - a) Material
  - b) Material overhead
  - c) Installation labor
  - d) Installation labor overhead

B. In connection with Marketing and Sales studies or programs, the Company reserves the right to waive Service Charges within specified areas for such periods of time as designated by the Company and filed with the Commission.

31. ADJUSTMENTS FOR MUNICIPALITY PAYMENTS

If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

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(NORTH DAKOTA)

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32. CUSTOMER PREMISES INSIDE WIRING

- A. Inside Wiring (I/W) is the facility used to extend the Exchange Carrier (EC) network from the demarcation point to the location where the connection is made to the Customer's Premise Equipment (CPE).
- B. Inside Wiring is deregulated and detariffed January 1, 1987, as ordered by the F.C.C.
- C. Customers must make their own arrangements for provisioning of inside wire with the option for them to provide I/W themselves, arrange I/W installation, removal, replacement, rearrangement or maintenance with a vendor of their choice, or request the Telephone Company to perform their service request. The Telephone Company provides maintenance and installation of I/W on a deregulated basis.
- D. The Telephone Company's specific rates and charges may be obtained from the business office.
- E. The demarcation point is the point where regulated access terminates. See Section 3 (Demarcation Point) for the definition of the demarcation point.
- F. In the event that the customer, or someone on the customer's behalf, provides, maintains or attempts to provide or maintain inside wire, the customer shall indemnify and hold the Company harmless from any and all liability for damage to property or death of or injury to any person or persons directly or indirectly arising out of or caused, in whole or in part, by the customer's acts or those of anyone acting on the customer's behalf.
- G. Responsibility of the Customer
  - 1) The installation of inside wire must be in accordance with technical standards which may be obtained from the Company business office.
  - 2) The customer assumes the risk of loss of service, damage to property or death to or injury of the customer or anyone acting on behalf of the customer.
- H. Violation of Regulations
  - 1) Where any customer-provided inside wire and jacks have been installed or any inside wire and jacks have been maintained by the customer in violation of the technical standards, the Company will promptly notify the customer of the violation and will take such immediate action, including the disconnection of service, as is necessary for the protection of the telecommunications network and Company employees.
  - 2) The customer shall discontinue use of the customer-provided inside wire and jacks or correct the violation and notify the Company in writing within ten days after receipt of such notice that the violation has been corrected.
  - 3) Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of the Tariff.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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33. PROVISION OF EQUIPMENT

- A. Customer Premises Equipment (CPE) is deregulated and detariffed effective 12/31/87. After this date, customers must make their own arrangements for premises equipment with the option for them to provide the equipment themselves, arrange the provision and maintenance of equipment with a vendor of their choice, or request the telephone company to provide and/or maintain their premises equipment.
- B. Telephone company rates and charges for the purchase, lease and maintenance of customer premises equipment may be obtained from the business office. The Company provides these services on a deregulated basis.
- C. Customer-provided equipment may be connected at the customer's premises to facilities of the Company for use with individual line, multiparty line, PBX and key systems exchange service in compliance with FCC regulations, provided any device so used does not:
  - 1) Endanger the safety of Company employees or the public;
  - 2) Damage, require change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff;
  - 3) Interfere with the proper functioning of the equipment or facilities of the Company;
  - 4) Impair the operation of the communication system;
  - 5) Otherwise injure the public in its use of the Company's services.
- D. Customers may connect equipment or systems registered or grandfathered by the FCC directly to the Company network subject to the provisions as stated elsewhere in this Tariff.
- E. Responsibility of the Customer
  - 1) Upon notification from the Company that the customer-provided equipment is causing or is likely to cause harm, the customer shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the Company.
  - 2) The customer will be responsible for the payment of maintenance visit charges for service calls by Company employees to the customer's premises where a service difficulty or trouble report results from customer-provided equipment and/or inside wire.
  - 3) The customer may be required, as a condition of service, to pay in full all sums due the Company including, but not limited to, installation charges, service charges, termination charges, minimum charges, and reimbursement for loss or damage to Company facilities as may apply.

GENERAL REGULATIONS  
(NORTH DAKOTA)

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33. PROVISION OF EQUIPMENT (Continued)

F. Responsibility of the Company

- 1) The technical criteria relative to provision of customer-provided systems and equipment is contained in tariffs on file with the FCC.
- 2) The Company shall not be responsible to the customer for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory agencies which might render any customer-provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Company will make a reasonable effort to notify a customer in advance of changes in technical criteria, operations or procedures which might affect customer-provided equipment or systems.
- 3) The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications systems or equipment.
- 4) The Company will make reasonable attempts, where practicable, to notify the customer that temporary discontinuance of service may be required to eliminate service difficulty resulting from customer-provided equipment and Service Charges will apply. However, where prior notice is not practicable, the Company may temporarily discontinue the service in accordance with FCC rules.

DEFINITIONS  
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**ACCESS LINE** - A line which connects a customer to the central office (switching point) of an exchange through which local calls can be made. The access line provides at a minimum analog voice grade service which transmits and receives voice conversation in the range of 300 to 3000 hertz.

**ADDITIONAL LISTING** - Any listing of a name or other authorized information in connection with a customer's telephone number beyond which the customer is entitled with basic service.

**ADJACENT EXCHANGE SERVICE** - Local exchange service furnished from a contiguous exchange, in addition to the customer's primary (home) exchange service.

**APPLICATION** - A request made orally or in writing for telephone service.

**AUTHORIZED USER** - A person, firm or corporation (other than the customer) on whose premise a connection to the Switched Network or dedicated facilities is located and who may communicate over such channels in accordance with the terms of the tariff.

**BASE RATE** - A rate for exchange service available to customers located within a base rate area.

**BASE RATE AREA** - A specific area within which local telephone exchange service is furnished at Local Exchange Service Tariffs rates.

**BASIC COIN TELEPHONE SERVICE** - A service provided to a station equipped with a coin collecting device.

**BUSINESS SERVICE** - Telephone service furnished to customers where the actual or obvious use is principally or substantially of a business, professional, or occupational nature.

**CENTRAL OFFICE** - An operating switching unit by means of which telephonic communication is established between stations connected to such office.

**CENTRAL OFFICE LINE** - A circuit connecting a customer's premises with a central office.

**CHANNEL** - A path suitable for the transmission of communications.

**CIRCUIT** - See Channel.

**CLASS OF SERVICE** - The categories of service available to the customer, such as business or residential.

**COIN SUPERVISION ADDITIVE SERVICE** - Provides the capability of central office line equipment to pass signals and/or tones from a local exchange service line to a trunk terminating at the payphone service provider's (PSP's) operator service provider. These signals enable an operator service provider to recognize coin deposits and return coins to the pay telephone user. Coin Supervision Additive Service also permits a suitably equipped operator service provider to automatically ring back the originating local exchange service line upon completion of a call.

DEFINITIONS  
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COMMUNICATIONS SYSTEM - Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or company stations.

COMPANY - A corporation, association, partnership, or individual engaged in the business of furnishing telephone service to the public under the jurisdiction of the North Dakota Public Service Commission.

CONNECTING COMPANY - A corporation, association, partnership or individual owning or operating one or more exchanges and with whom communications services are interconnected.

CONNECTION CHARGE - See "Service Connection Charge".

CONSTRUCTION CHARGE - A separate non-recurring charge made for the construction of facilities.

CONTINUOUS PROPERTY - The plot of ground, together with any buildings thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others.

CONTRACT - Refers to the agreement between a customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

CUSTOMER - The individual, partnership, association or corporation which contracts for telephone service and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

CUSTOMER-PROVIDED EQUIPMENT - Devices, apparatus, and/or associated wiring provided by a customer.

DEMARCATION POINT - The point of connection, provided and maintained by the Telephone Company, at which the Telephone Company service and the property owner's or customer's facilities are connected. This Demarcation Point is to be mutually agreeable to the Telephone Company and the subscriber or property owner, and is normally located near the point where the Telephone Company facilities enter the building or property, on the subscriber's side of the Company's protector, or its equivalent.

The Telephone Company will provide a Demarcation Point for each residential structure having a separate ground level entrance. Residential structures sharing common walls, but not sharing common entrances or common space, such as hallways or basements, will have separate Demarcation Points.

Multitenant residential structures sharing common entrances or common space will have one Demarcation Point per structure. "Residential structure" does not include garages, barns, or other buildings situated on residential property but not intended for human habitation.

For multiple buildings constructed on continuous business property, such as shopping centers, condominiums, industrial parks, and campuses, the Telephone Company may establish a single Demarcation Point or may designate one of the existing terminating connections on a property as a main Demarcation Point. Where feasible, one or more alternate Demarcation Points may be placed or reinforced by the Company at the request of the business customer or property owner. Charges will be applied to cover additional costs of placing or reinforcing alternate Demarcation Points. The property owner or customer is responsible for service on the customer side of the Demarcation Point.

DEFINITIONS  
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**DIRECTORY LISTING** - A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

**DISCONNECT NOTICE** - The written notice sent to a customer following billing notifying the customer that service will be discontinued if charges are not satisfied by the date specified on the notice.

**DROP WIRE** - That portion of a circuit between the pole line or cable distributing box and the demarcation point of the building in which the station or switchboard is located.

**END USER** - Any customer of telecommunications service that is not a carrier or a wholesaler. An "end user" carrier that can use a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

**ENTRANCE FACILITIES** - Facilities extending from the point of entrance on private property to the demarcation point of the premises in which service is furnished.

**EXCHANGE** - A basic geographical unit established for the administration of telephone service in a specified area, called the "Exchange Area," which usually embraces a city, town or village, and its environs. It may consist of one or more central offices, together with the associated plant, equipment, and facilities used in furnishing communication service within that area.

**EXCHANGE AREA** - The territory served by an exchange.

**EXCHANGE LINE** - Any circuit directly or indirectly connecting an exchange station with a central office.

**EXCHANGE SERVICE** - Exchange service is a general term describing as a whole the facilities provided for local intercommunication at charges in accordance with the provisions of the tariff. Exchange facilities are used to establish and maintain connection between the exchange station and facilities in connection with calls outside the exchange area.

**EXCHANGE STATION** - A station connected with a central office.

**EXTENDED AREA SERVICE** - Interexchange telephone service furnished at a flat or a per minute rate between one or more exchange areas.

**EXTENSION MILEAGE** - The charges made for the additional circuit required to furnish stations beyond the allowable distance from the demarcation point.

**EXTRA EXCHANGE LINE MILEAGE** - The measurement on which charges are based for that portion of the circuit extending beyond the Base Rate Area but within the Exchange Area.

**EXTRA LISTING** - See Additional Listing.

DEFINITIONS  
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FLAT RATE SERVICE - Service furnished at a fixed monthly charge.

FOREIGN CENTRAL OFFICE - Any central office other than that which serves the area in which the customer is located.

FOREIGN EXCHANGE LINE MILEAGE - The measurement applying to that portion of a central office line connecting a customer with a foreign central office, from the common boundary line to the customer's station, for which a monthly charge is made in addition to the base rate for exchange service.

FOREIGN EXCHANGE SERVICE - Telephone exchange service furnished to a customer through a central office of an exchange other than the exchange regularly serving the area in which the customer is located.

GRADE OF SERVICE - The term used in describing exchange service with respect to the number of main telephones which may be connected to a central office line. (One-party, two-party, four-party, multi-party).

HARM - Hazards to personnel, damage to Company equipment, and impairment of service to persons other than the user of the customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence of voice band transmission path for call progress signals, and loss of capability to answer an incoming call.

INDIVIDUAL LINE - An exchange line coupled with the inside wire necessary for the connection of a telephone set.

INITIAL SERVICE PERIOD - The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment, whether or not retained by the customer for such minimum length of time.

LOCAL EXCHANGE SERVICE - Telephone communication within Exchange Areas in accordance with the provision of the Company's Tariffs.

LOCAL MESSAGE - A completed communication between customers located within the same Exchange Area.

LOCAL SERVICE AREA - The area within which telephone service is furnished under a specific schedule of rates.

MAINTENANCE VISIT CHARGE - A charge applied when a service difficulty or trouble report results from customer provided equipment and/or inside wiring and not from the telephone company's facilities.

MEASURED RATE SERVICE - A service for which usage charges may apply.

MILEAGE - A measurement which charges are computed based upon distance.

DEFINITIONS  
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MINIMUM CONTRACT PERIOD - The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

NON-RECURRING CHARGE - A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

PREMISES - The buildings, portion or 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.

PRIVATE LINE - A circuit provided to furnish communication only between two or more terminals directly connected to it. Such terminals do not have access to the general exchange and interexchange networks.

RESIDENCE SERVICE - Telephone service furnished to customers when the actual or obvious use is not of a business, professional, or occupational nature.

SERVICE CONNECTION CHARGE - The charge a customer is required to pay at the time of the establishment of a class of telephone service or subsequent changes to that service.

SPECIAL RATE AREA - A portion of an exchange in which Special Base Rates apply.

STATION - Specific identifying number associated with a location on a communications system.

SUBSCRIBER - See Customer.

SWITCH - See Central Office.

TARIFF - The rates, charges, rules and regulations adopted and filed by the Company with the North Dakota Public Service Commission.

TELEPHONE COMPANY - See Company.

TERMINATION CHARGE - A charge applied under certain conditions, when a contract for service is terminated by the customer before the expiration of the minimum contract period.

TRUNK LINE - A circuit over which a customer's messages are sent between two central offices or between a central office and a private branch exchange system.

LOCAL EXCHANGE SERVICE  
(NORTH DAKOTA)

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The rates for Local Exchange Service are subject to the conditions set forth herein and the General Regulations governing provision of service. The General Regulations are set forth in Section 2 of this tariff book.

Local Exchange Service

- A. The Local Exchange Service Rates in this section are for service only and do not include any terminal equipment beyond the point of demarcation.
- B. The rates applicable to Local Exchange Service are composed of a Line Access Rate component plus (where applicable) an Extended Area Service component.
- C. Service Upgrades
  - 1) At the option of the Company, services will be upgraded to business individual line and residence individual line as facilities for the provision of such services permit.
  - 2) Upgrading of business and residence services may be accomplished on a line by line basis at the option of the Company.
  - 3) As an exchange is upgraded, as set forth in 1) above, the rates shown on the appropriate rate schedule will be applied.
- D. Extended Area Service
  - 1) Extended Area Service rate component.
    - a) EAS is a premium-type service offering made by the Company to certain exchanges, under specific conditions.
    - b) The Extended Area Service rate component, where applicable, is in addition to the Local Exchange Service Rate.
- E. Taxes
  - 1) Applicable taxes levied by state, county and local taxing authorities are in addition to the rates set forth in this tariff. (See also General Regulations, Section 2).

LOCAL EXCHANGE SERVICE  
 (NORTH DAKOTA)

Class of Service

Exchanges - Abercrombie, Colfax, Great Bend, Mooreton

Class of Service

Monthly  
 Rate

BUSINESS:

One Party	\$ 22.00	(I)
Basic Coin Telephone Service	22.00	(I)
EAS Additive	N/A	

RESIDENCE:

One Party	\$ 18.00	(I)
EAS Additive	N/A	

All rates are billed in advance. Payment for service is due when the statement is rendered.

Seasonal service was available prior to March 15, 2001, for customers requiring less than 12 months of service per year. The rate for this service is determined in accordance with section 5, page 36 of this tariff book.

	<u>Hankinson, Lidgerwood Monthly Rate</u>	<u>Fairmount Monthly Rate</u>	<u>Wyndmere Monthly Rate</u>	
BUSINESS:				
One Party	\$ 33.20	\$ 26.02	\$ 26.02	
Basic Coin Telephone Service	33.20	26.02	26.02	
EAS Additive	N/A	5.23	7.62	
RESIDENCE:				
One Party	\$ 18.00	\$ 18.00	\$ 18.00	(I)
EAS Additive	N/A	2.61	3.80	
COMBINATION BUSINESS/RESIDENTIAL:				
One Party	\$ 22.77	\$ 22.77	\$ 22.77	
EAS Additive	N/A	4.25	6.19	

LOCAL EXCHANGE SERVICE  
(NORTH DAKOTA)

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Extended Area Service (EAS)

<u>Exchange</u>	<u>EAS to Exchange</u>	
Abercrombie	Colfax Mooreton Wahpeton Breckenridge, MN Campbell, MN Kent, MN	
Colfax	Abercrombie Mooreton Wahpeton Wyndmere Breckenridge, MN Campbell, MN Kent, MN	
Great Bend	Fairmount Hankinson Mooreton Wahpeton Breckenridge, MN Campbell, MN	(C)
Mooreton	Abercrombie Colfax Great Bend Wahpeton Wyndmere Breckenridge, MN Campbell, MN Kent, MN	

LOCAL EXCHANGE SERVICE  
(NORTH DAKOTA)

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Extended Area Service (EAS) (Continued)

<u>Exchange</u>	<u>EAS to Exchange</u>	
Fairmount	Great Bend Hankinson Wahpeton Breckenridge, MN Campbell, MN	
Hankinson	Fairmount Great Bend Lidgerwood Wahpeton Breckenridge, MN Campbell, MN	(C)
Lidgerwood	Hankinson Wahpeton Wyndmere Breckenridge, MN Campbell, MN	
Wyndmere	Colfax Lidgerwood Mooreton Wahpeton Breckenridge, MN Campbell, MN	

GENERAL SERVICES  
(NORTH DAKOTA)

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GENERAL SERVICES  
(NORTH DAKOTA)

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ADJACENT EXCHANGE SERVICE

A. General

Service of a given exchange may be provided to an applicant of an adjacent exchange who resides not more than two miles from the exchange boundary of the serving exchange subject to the concurrence of both exchanges.

B. Rates

1. Local service rate of the serving company.
2. Appropriate mileage charge of the local company. When this Company is the local company, the mileage charge is \$4.00 per month for the first quarter mile, or fraction thereof, and \$1.00 per month for each additional quarter mile or fraction thereof, measured along the circuit route from the exchange boundary to the applicant's premises.

C. Conditions

1. Any construction required to provide extensions of rural lines will be paid for by the applicant. Title to any such plant will be conveyed to the telephone company in whose territory it is located.
2. The serving telephone company shall be responsible for all billing, including applicable mileage charges. Mileage charges for circuits provided by the local company will be remitted to the local company by the serving company.
3. Adjacent Exchange Service will not be furnished to customers located in exchanges where E.A.S. (Extended Area Service) presently exists between the exchanges.
4. To establish and retain adjacent exchange service, service from the local company is also required. Cancellation of the local service will result in termination of the adjacent exchange service agreement.
5. New adjacent exchange service is no longer offered after December 1, 2005. Existing adjacent exchange service will be offered only as long as it continues to be technically feasible for the Company.

GENERAL SERVICES  
(NORTH DAKOTA)

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CALL TRACING

A. General

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a customer.

B. Definitions

1. Customer - means a person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications service.
2. Customer-originated call-tracing service - means a customer-activated, call-specific form of call tracing available as part of a set of services called Custom Local Area Signaling Services (CLASS). (See Section 5, page 40)
3. Emergency - means a situation that appears to present immediate danger to person or property.
4. Investigative or law enforcement officer - means an officer of the United States, a state, or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes. (T)

C. Terms and Conditions

1. Call Tracing will be provided when requested by both a customer and an investigative or law enforcement officer and the customer has provided consent. Normally written consent will be required.

In emergencies, call tracing will be provided upon receiving oral consent from the customer. The customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.

2. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to customers receiving call-tracing services.
3. The Company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.
4. The Company may provide customer-originated call-tracing service (CLASS Call Trace) (see Section 5, page 40) as an alternative to Call Tracing in response to a Call Tracing request from a customer who is located in an exchange where CLASS Call Trace is available and where Class Call Trace will function as accurately as Call Tracing.

GENERAL SERVICES  
(NORTH DAKOTA)

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CALL TRACING (Continued)

D. Rates

1. Call Tracing Setup -
  - a. During Normal Business Hours No Charge
  - b. Outside of Business Hours No Charge
2. Extension of Call Tracing period at request of investigative or law enforcement agency No Charge
3. Provision of Call Tracing information to investigative or law enforcement agency No Charge

GENERAL SERVICES  
(NORTH DAKOTA)

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CUSTOM CALLING FEATURES

A. General

Custom Calling Features provide enhancements in the normal telephone line and are offered on a per-line basis. The specific Custom Calling Features available are:

1. Call Waiting – provides notification to the subscriber while a conversation is in process that there is another call awaiting the subscriber.
2. Call Forwarding – allows the subscriber to transfer calls automatically to a preprogrammed number. Calls forwarded beyond the local (toll free) calling area will be charged to the customer at the direct dial station-to-station rate.
3. Call Forwarding – Remote Access – allows the subscriber to activate and deactivate. Call Forwarding from a remote location.
4. Ring Again – when a local call is placed and the subscriber receives a busy signal, Ring Again alerts the subscriber when the busy party hangs up and places the call automatically.
5. Teen Service (Distinctive Ring) – provides a distinctive ring or call waiting tone pattern that allows the subscriber to determine the source of an incoming call.
6. 3-Way Calling – allows the subscriber to call a third party and initiate a conference call.
- 7-8. Speed Calling – allows a subscriber to place a call dialing a one or two digit number. This feature is available on the basis of a short list which comprises 8 numbers or a long list which comprises 30 numbers.
9. Call Transfer – allows a station user to transfer any established call to another station within or outside the PBS or business group without the assistance of the attendant. This is accomplished by flashing while on a stable 2-party call, dialing the desired party and hanging up the telephone.
10. Call Forward – Busy – allows calls to be forwarded to a designated alternative number when the line is busy.
11. Call Forward – Fixed Destination – allows the subscriber to transfer calls automatically to a preprogrammed number without entering the “forward to” number each time.
12. Call Forward – No Answer – allows calls to be forwarded to a designated alternative number when the call is not answered.
13. Full Toll Restriction – blocks all outgoing calls to an operator or any part of the long distance network.
14. Partial Toll Restriction – blocks all calls beginning with a 1, 10XXX, or 011 number. The subscriber can still call toll-free numbers, operator assisted, collect or third party calls and calling card calls.
15. Optional Toll Restriction – allows the subscriber to have options in toll restriction.

GENERAL SERVICES  
 (NORTH DAKOTA)

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CUSTOM CALLING FEATURES (Continued)

A. General (Continued)

16. Originating Call Management – provides subscribers with originating call control from their telephone. Originating call types, including international, 10-10-X, operator, long distance, and local can be selected by type as either “Allowed” or “Blocked.” The service provides a PIN override so that calls normally blocked may be completed on a per-call basis. Emergency (911) calls are automatically allowed.
17. Telemarketer Screening – allows subscribers to block calls originating from unknown numbers. The caller hears “The number you have reached does not accept calls from telemarketers. If you are a telemarketer, please add this number to your ‘Do Not Call’ list and hang up now. Otherwise, please press 1 or stay on the line.” Calls will be completed if a 1 is dialed or if the caller waits on the line. This feature does not work on blocked or private numbers. Caller ID is not required for Telemarketer Screening.

B. Rates

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Call Waiting	\$ 1.00	
2. Call Forwarding	1.00	(See Section
3. Call Forwarding - Remote Access	3.00	6 for C.O.
4. Ring Again	1.00	and Service
5. Teen Service (Distinctive Ring)	5.00	Order
6. 3-Way Calling	1.00	Charges)
7. 8 Number Speed Calling	1.00	
8. 30 Number Speed Calling	2.00	
9. Call Transfer	2.00	
10. Call Forward - Busy	1.50	
11. Call Forward - Fixed Destination	2.00	
12. Call Forward - No Answer	1.50	
13. Full Toll Restriction	NC	
14. Partial Toll Restriction	NC	
15. Optional Toll Restriction	NC	
16. Originating Call Management	3.50	
17. Telemarketing Screening	2.95	
18. Convenience Package (Call Forwarding, 3-Way Calling, 8 Number Speed Calling)	2.00	

C. Conditions

1. The initial service period for all features is one month.
2. Rates above are in addition to regular local service rates.
3. Transmission on calls forwarded and three-way calling may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.

GENERAL SERVICES  
(NORTH DAKOTA)

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DIRECTORY ASSISTANCE SERVICE

A. General

1. Telephone calls by customers for Intra-NPA telephone number listings will be answered and numbers given if the requested number is listed in the Directory Assistance records.
2. A maximum of two requested telephone numbers will be provided for each Directory Assistance call.
3. The rates below apply for Intra-NPA calls to Directory Assistance or the customer local calling area, except as provided below. The charges also apply to customers within such local calling areas in adjacent states that are subject to this Tariff.
4. The Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished; and the customer shall indemnify and save the Company harmless against all claims (including costs and reasonable attorney's fees) that may arise from the use of such information.

B. Rates

1. The charge for each direct dialed call to Directory Assistance is \$.60.
2. Requests placed through the operator when normal Directory Assistance service is available (maximum of two requests per call) are subject to the rate for direct dialed calls plus the charge for other operator station-to-station Local Operator Assistance, as specified in this section.
3. Charges for Directory Assistance Service are not applicable to calls placed from public and semipublic telephone service, hotels, motels, hospitals or from customers whose physical, visual, mental or reading handicaps prevent them from using the telephone directory. The method of exempting those handicapped customers shall be via the completion of an exemption form and the telephone company's acceptance of that form.
4. Call Completion is also available with Directory Assistance Service. Call Completion is a feature which gives the option of completing a call to the requested telephone number for an additional \$.35 charge. Long distance calls will also incur long distance charges at the rates set by the Directory Assistance vendor.

GENERAL SERVICES  
(NORTH DAKOTA)

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DIRECTORY LISTINGS

A. General

The following rates are applicable to the alphabetic section of the Telephone Directory, for business or residence customers.

B. Rates

	<u>Monthly Rate</u>
1. Additional or alternate listings, per listing	\$ .25
2. Unlisted service, per listing	No Charge
3. Nonpublish service, per listing	1.00
4. Foreign exchange on non-subscriber service, per listing	27.00 annually

C. Conditions

1. A Primary listing, which may include the name, address and telephone number of the individual, organization, firm or corporation for whom the service has been contracted, will be furnished at no charge.
  - a. Listings will be limited to such information as is necessary for proper identification.
  - b. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
  - c. The Company may refuse to insert any listing, which in its judgment does not facilitate the use of the directory.
2. An additional listing may include the same address and telephone number as the primary listing, except that a different address may be shown for off-premises stations located on other premises occupied solely by the customer.
  - a. Additional listings may be furnished with business or residence service at the rates shown above.

GENERAL SERVICES  
(NORTH DAKOTA)

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DIRECTORY LISTINGS (Continued)

C. Conditions (Continued)

3. An alternate call listing refers a calling party to certain other telephone numbers after business hours or on Sundays or holidays or if there is no answer on the first listed number.
  - a. Where the alternate call number is to be that of another customer, the listing will be furnished only with written approval of the other customer.
4. A foreign or non-subscriber listing may be furnished customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears.
  - a. Bold type foreign listings appearing in the serving companys' directories will be billed in accordance with the directory company's rates for "bold type listings".
  - b. Foreign listings will be billed annually in advance.
5. Unlisted service is the omission of a customer's listing from the telephone directory only. It may be obtained from the information operator.
6. Nonpublish service is the omission of a customer's listing from both the telephone directory and information records.
  - a. When nonpublish service is to be furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the nonpublished listings.
  - b. The rate for a nonpublish service is specified in B. above.
  - c. No charge will apply to nonpublished numbers for customers having other listed services.
7. The charge for additional, alternate, unlisted or nonpublished listings begin on the day the information records are posted.
8. The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is distributed to the customers to the day the succeeding directory is distributed to the customers. Unless the listing no longer serves the customer because of disconnection, removal, etc., of the service, the minimum contract period will be for at least 30 days.

GENERAL SERVICES  
(NORTH DAKOTA)

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ENHANCED "911" EMERGENCY SERVICE (911)

A. General

1. Enhanced "911 Emergency Service, also known as E911, is a telephone exchange communication service whereby one (1) or more Public Safety Answering Points (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911.
2. Enhanced "911" Service is offered subject to availability of facilities.
3. The E911 customer may be a municipality, other state or local governmental unit or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibilities by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for E911 calling.

B. Definition of Terms

1. Automatic Location Identification (ALI) - A feature by which the name and address associated with the calling party's telephone number (identified by ANI feature later defined) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise, etc.) will be identified with the address of the telephone number at the main premises.
2. Automatic Number Identification (ANI) - A feature by which the calling party's telephone number is forwarded to the PSAP display and transfer units via the telephone company E911 central office.
3. Public Safety Answering Point (PSAP) - An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAP's respond first. Secondary PSAP's receive calls on a transfer basis only and generally serve as a centralized location for a particular type of emergency call. PSAP's are staffed by service agencies such as fire, police or emergency medical or by employees of a common bureau serving a group for such entities.
4. Selective Routing (SR) - A feature that routes an E911 call from a central office to the primary PSAP based on the identified number and/or address of the calling party.

GENERAL SERVICES  
(NORTH DAKOTA)

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ENHANCED "911" EMERGENCY SERVICE (911) (Continued)

C. Rules and Regulations

1. E911 service is classified as Business Exchange Service and arranged for one-way incoming service to the PSAP.
2. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one E911 Service will be provided within any one governmental locality.
3. The 911 emergency number is not intended to be a total replacement for local telephone service utilized by the various public safety agencies. These agencies will subscribe to Exchange Telephone Service as provided in the GENERAL SERVICES and other tariffs of the company.
4. This service is furnished to the customer only for the purpose of receiving emergency reports from the public.
5. E911 service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 service by the Company shall not be interpreted, construed or regarded (either expressly or implied) as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
6. The Company does not undertake to answer and forward E911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.
7. E911 information consisting of the names, addresses and telephone numbers of subscribers whose listings are not published in directories or listed in Directory Assistance, is Company proprietary.
8. The calling party forfeits the privacy afforded by Private and Semiprivate Service to the extent that the telephone number, address and name associated with the originating telephone number location are furnished to the PSAP.
9. The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests, in the judgment of the customer, as required to determine whether the system is functioning properly for its use. The customer shall notify the Company promptly in the event the system is not performing properly.

GENERAL SERVICES  
(NORTH DAKOTA)

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ENHANCED "911" EMERGENCY SERVICE (911) (Continued)

C. Rules and Regulations (continued)

10. The Company does not guarantee or warrant error-free or interruption-free enhanced 911 emergency service and premises answering equipment. E911 Service provided by the Company excludes all warranties of whatever kind, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. If an interruption, temporary disconnection, error, or other out-of-service condition affecting enhanced 911 emergency service occurs and continues for twenty-four (24) consecutive hours or more, the Company shall give the customer an out-of-service credit on the customer's bill. The out-of-service credit is an adjustment to the Company's enhanced 911 emergency service charges proportionate to the time that enhanced 911 emergency service experiences an interruption or temporary disconnection. This is the customer's sole remedy and the Company's only liability in the event of such an out-of-service condition. The customer must notify the Company of such condition in order for the customer to be eligible for the out-of-service credit.
11. Under no circumstances shall the Company be liable to the customer for any indirect, incidental, special, or consequential damages arising in connection to enhanced 911 emergency service. The Company's only liability is for direct, actual damages to the extent the Company causes the customer such damage; and such direct, actual damages shall not exceed, in amount, the monthly charges included in the enhanced 911 call delivery services contract between the Company and the customer. The customer's remedies for enhanced 911 emergency service are exclusive and are limited to those expressly set forth in the enhanced 911 call delivery services contract between the Company and the customer.
12. The customer is responsible for the content of communications the customer and its end users make using enhanced 911 emergency service. The customer indemnifies and holds harmless the Company from and against any and all claims, damages, liabilities, losses, and lawsuits arising from (1) the customer's operation and maintenance of facilities, and (2) the content of the customer's and its end user's communications.
13. Because the Company's filed service boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all E911 calls that originate from telephones served by central offices in the local service area, whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
14. Application for E911 Service must be in writing by each customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any E911 offering.

GENERAL SERVICES  
(NORTH DAKOTA)

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ENHANCED "911" EMERGENCY SERVICE (911) (Continued)

C. Rules and Regulations (continued)

15. The customer is required to meet the following conditions:

- a. All E911 calls will be answered on a twenty four (24) hour day, seven (7) days week basis.
- b. The customer responsible for dispatching the appropriate emergency services within the E911 service area will undertake to transfer all E911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
- c. The customer will establish a procedure for handling calls not requiring public safety response.
- d. The customer will subscribe to GENERAL SERVICES at the PSAP location for administrative purposes, for placing outgoing calls and for receiving other calls,
- e. The customer will subscribe to or provide telephone equipment with a capacity adequate to handle the number of incoming E911 lines recommended by the Company.

16. Charges as described below, apply to each data request. It is not the responsibility of the Company to separate ANIs for any reason.

GENERAL SERVICES  
 (NORTH DAKOTA)

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ENHANCED "911" EMERGENCY SERVICE (911) (Continued)

D. Rates and Charges

E911 Service is provided under contract with the customer. Billing for the service will be retroactive to the date the service was available for use by the customer.

1. CENTRAL OFFICE, TRUNKING, FACILITIES AND SPECIAL FEATURES

Central Office Conversion Costs - these costs are covered within the "Agreement for Implementation of County 911 System."

	<u>Non Recurring Charges</u>	<u>Monthly Rates (Recurring)</u>
Conversion or Modification	Individual Case Basis (ICB)	N/A
2. <u>911 TRUNKS</u>		
a. Outswitching	ICB	\$ 19.10
3. <u>INTER-EXCHANGE OUTSWITCH VG CIRCUIT</u>		
a. Channel Mileage Facility		See ND 911 Access Tariff
b. Channel Mileage Termination		
c. Channel Termination		
d. Service Connection Charge Per Circuit		
4. <u>INTER-EXCHANGE ALI DATA CIRCUIT</u>		
a. Channel Mileage Facility		See ND 911 Access Tariff
b. Channel Mileage Termination		
c. Channel Termination		
d. Service Connection Charge Per Circuit		
5. <u>INTRA-EXCHANGE CIRCUITS</u>		
a. Mileage		See ND 911 Access Tariff
b. Service Connection Charge Per Circuit		

GENERAL SERVICES  
 (NORTH DAKOTA)

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ENHANCED "911" EMERGENCY SERVICE (911) (Continued)

D. Rates and Charges (Continued)

	<u>Per Request</u>	<u>Monthly</u>	
<b>6. <u>IMPLEMENTATION CHARGES</u></b>			
a. Software/computer programming required to implement a non-existing format database, per format change as requested.	ICB	ICB	
b. Each issue of the database herein described as requested.	N/A	\$.10/Rcd	
c. Verification of database managers initial printout to local exchange company records as requested.	ICB	ICB	
d. Inquiry from data base manager of local exchange company records as requested.	N/A	\$5.50/Rcd	
<b>7. <u>ON GOING MAINTENANCE CHARGES</u></b>			
a. Subsequent updates to database.	ICB	n/a	(R)
b. Verification of subscribers furnished information re-address to Master Street Address Guide (MSAG) per service order.	ICB	ICB	
c. Inquiry from database manager of local exchange company records as requested.	ICB	ICB	
<b>8. <u>SPECIAL REQUESTS</u></b>			
a. Software/computer programming required to implement a non-existing format database, per format change as requested.	ICB	ICB	
b. Each issue of the database herein described as requested.	N/A	\$.10/Rcd	
c. ALI database access	ICB	ICB	

GENERAL SERVICES  
(NORTH DAKOTA)

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EMPLOYEES' TELEPHONE SERVICE

A. General

Employees' Service is offered to all regular employees at their residence telephones when such telephone service is provided by this Company.

B. Conditions

1. Employees' Telephone Service at their residence is available to employees of the Company for one line of Residential Service.
2. One primary listing may be provided in the name of the employee, their spouse, or in both names.

C. Rates and Charges

1. Employees receive one line of basic monthly residential service at no charge in the Company's service area.
2. No charge will be made for installations, moves, or changes associated with Employees' Telephone Service.
3. No concessions will be made to employees for toll messages.
4. Additional lines may be furnished by the Company at its expense in the residence of employees, when in its judgment, the interest of the Company in rendering continuous service to the public will be advanced, and shall be limited to employees who are frequently contacted at their residence outside of regular office hours concerning affairs relating to the business of the Company.

GENERAL SERVICES  
(NORTH DAKOTA)

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LINE EXTENSION CHARGES

A. General

Line extensions are the additions made to line facilities of the Company beyond those now existing up to the demarcation point.

B. Rates

	<u>Charge</u>
1. Line extension and additions along existing exchange facilities:	
a. An addition or extension less than 2,640 feet.	No Charge
2. Line extensions and additions beyond existing facilities:	
a. The Company will construct at its own expense a maximum of 2,640 feet of line extension per applicant. Line extension footage beyond 2,640 feet will be charged to the applicant at the rate of \$50.00 for each additional 100 feet or fractions thereof.	
- Each additional 100 feet or fraction thereof	\$ 50.00

C. Conditions

1. Applicability

- a. Payment for line extension charges are applied for the provision of service to applicants with abnormally long extension requirements to prevent unreasonable burdening of the existing customers. All line extensions will be owned and maintained by the Company.
- b. Line extension charges set forth in this Tariff are applicable in connection with all classes, types, and grades of service, when established by means of an extension to the Company's plant consisting of "buried wire" or pole construction, including extensions by means of poles to be owned solely by the Company or jointly with others. The Company shall determine the type of construction to be used.

2. Location and measurement of line extensions:

- a. The location and route of line extensions are determined by the Company, and the distance is measured along the route so selected.
- b. The Company shall have the option of bearing the cost where the proposed construction is over private property and forms a part of a route to be used for serving customers in general. (Any construction to serve two or more customers is considered as being used for serving customers in general).

GENERAL SERVICES  
(NORTH DAKOTA)

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LINE EXTENSION CHARGES (Continued)

C. Conditions (Continued)

3. Collective application and grouping of applicants:

- a. When construction is required to serve a new applicant, a survey may be made of all prospects who might be served from the new construction or an extension thereof and who could derive benefit by being included in the project. Allowances are made only for those prospective customers making application for service.
- b. All applicants may be grouped in a single project when there is no more than one-half mile of construction between successive applicants. Separate projects are established whenever the construction between any two successive applicants exceeds one-half mile. Two or more projects may be combined, however, whenever this results in lower charges (or no increase in charges) for all of the applicants involved.
- c. The 2,640 foot allowance paid by the Company may be granted each applicant at one premise only, regardless of the number of service ordered for that premise.
- d. When an applicant requests service and makes application for service at more than one premise, the customer is treated as being a separate applicant at each premise for purposes of this schedule.

4. Apportionment of charges to group of applicants:

- a. Applicants may be divided into two groups:
  - 1) The first group includes all applicants whose collective allowance equals or exceeds the construction required to serve them. No charge is made to such applicants.
  - 2) The second group includes all remaining applicants on the project. The overall charge for the project is divided equally among all applicants in the second group.
- b. Exceptions:
  - 1) No applicant is required to pay a higher charge than the customer would if the project were established for the customer alone. Any difference between this charge and the average charge for the group may be absorbed by the Company.

5. Payment of charges:

- a. Line extension charges are payable in advance and, except as described in Conditions 7, 10 and 11, are not refundable.

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LINE EXTENSION CHARGES (Continued)

C. Conditions (Continued)

6. Charges to subsequent applicants:

- a. When a new applicant is secured who can be served from a completed project, within three years from the date service was initially established for such project, the charges for the entire project are recomputed to include the new applicant. The new applicant pays a prorate of the line extension charge based upon a number of months (a fraction of a month is counted as a full month) remaining in the original three-year term, the time to be computed from the date service is established for the new applicant.
- b. Where additional construction is required for an applicant to be served from a project less than 3 years old, the cost of the project is recomputed as above if such recomputation does not increase the charges to those customers served from the existing project. Otherwise, a new project will be established.

7. Adjustment in charges when additional applicants are connected:

- a. When a project is recomputed as described in Condition 6 above, existing customers will be refunded a prorate of the difference between the original charges and the refigured charges, based on the remainder of the three-year term. Recomputation of charges due to the addition of new applicants is made on the assumption that there have been no disconnects.
- b. In the event the Company attaches interexchange toll facilities to the line extension within the three-year period, the Company will refund a prorated amount to cover the unexpired portion of the line extension charges for that part of the line extension facilities so used.

8. Disconnects:

- a. When one or more customers on a project disconnect within the three-year term, no refund is made of the line extension charge to the disconnect customers. Charges to remaining customers are not affected by disconnects.

9. Re-use of facilities:

- a. When a customer disconnects service or moves off the project and service is established for a new applicant at the same location, any adjustment in charges is a matter for negotiation between the original customer and the new applicant.
- b. Where a customer is disconnected for any reason and subsequently reapplies for service for the same premises, the customer will not be required to pay any additional line extension charges in addition to his total original obligation.
- c. Where a customer has paid line extension charges for service at a premise on a given project and subsequently applies for service at a different premise on the same project, the customer will not be assessed additional line extension charges greater than his original obligation unless additional construction is required.

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LINE EXTENSION CHARGES (Continued)

C. Conditions (Continued)

10. Line extensions into real estate subdivisions:

- a. Line extensions into real estate subdivisions may be made by the Company, provided the estimated total cost of such extension is advanced to the Company by the subdivider. The amount so advanced will be refunded to the subdivider at the time when one-half of the subdivided lots have retained service for 12 consecutive months. This condition does not relieve the Company from otherwise providing service to bona fide applicants for service residing within the subdivision.
- b. Adjustment of any substantial difference between the estimated cost advanced by the subdivider and the reasonable actual cost shall be made within 60 days after completion of the extension.

11. Temporary or speculative service:

- a. Line extension to provide service to an applicant engaged in temporary or speculative business may be made on the condition that applicant pays to the Company the total cost of the construction and removal of the line necessary in furnishing the service less the salvage value of the materials used.
- b. If a customer maintains for 36 consecutive months a service installation which was originally established on a temporary or speculative basis, and if his business or operation at the end of that time has proven its permanency to the satisfaction of the Company, there will be refunded to the customer an amount equal to the difference between the payment made pursuant to the above paragraph and the normal line extension charge which would have been applicable at the time the customer's service was installed.
- c. In no event shall service installation be classed as temporary or speculative for more than six years. Refund provisions of this condition apply at the end of no more than six years.

12. Contracts:

- a. Contracts, covering periods of not to exceed three years of telephone service, may be required by the Company as a condition precedent to the establishment of the service when line extensions are necessary. Such contracts will not require advance or unusual payments in excess of those otherwise required by this schedule, and shall not interfere with the Company's right to collect amounts as provided for elsewhere in its tariff schedules.

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LINE EXTENSION CHARGES (Continued)

C. Conditions (Continued)

13. Saving clause:

- a. Arrangements may be made, other than as provided for above in this Tariff, in the following cases subject to prior authorization of the Public Utilities Commission of the State of North Dakota, when required:
- 1) Where the applicant requests a particular type of construction or a specific route for extensions to meet the applicant's special requirements and where the construction or route requested differs from the normal standards of the Company and is not required by law.
  - 2) Line Extension involving underground crossings of railroads, highways or power lines, submarine cable or long river crossings.
  - 3) Any other line extensions involving unusual or disproportionately large construction expenditures as compared to the usual line extension.

(T)

14. Disputes:

- a. In case of disagreement or dispute regarding the application of any provision herein, or in circumstances where the application of this rate appears impracticable, or unjust to either party, the Company, applicant or applicants may refer the matter to the Public Service Commission for ruling.

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(Reserved for Future Use)

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GENERAL SERVICES  
(NORTH DAKOTA)

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SIM RING

(N)

A. General

This service allows simultaneously ringing of a phone number at the location of the access line service and at a premise other than that on which the access line for the class and grade of service is located within the exchange area of the Company.

B. Rates.

	<u>Monthly Rate</u>
1. Sim Ring of a business line, per additional premise	\$10.00
2. Sim Ring of a residential phone number, per additional premise	\$ 6.00

C. Conditions

1. Each premise must subscribe to and continue local service from the Company in order to receive Sim Ring service.
2. The class of service of the phone number ringing simultaneously shall determine which service rate is applicable.

D. Applicable taxes levied by state, county and local taxing authorities are in addition to the rates set forth in this tariff. (See also General Regulations, Section 2)

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LOOP LEASE

A. General

Loop Lease is a circuit provided for PBX tie lines, private lines, data loops, etc. to furnish communications between two or more terminations directly connected to it. Such terminations do not have access to the general exchange and interexchange networks. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this Tariff.

B. Rates

	<u>Monthly Rate</u>	<u>Non- recurring Charge</u>
1. Cable Pair Loop	\$ 12.00	\$ 20.00

C. Conditions

1. A circuit will consist of the entire loop required to provide the service between no more than three (3) terminations within the local exchange. The circuit will consist of no more than one (1) cable pair (two wires) which may terminate onto another cable pair in the central office of the local exchange per cable pair from the central office.
2. Special repeater or other line treatment, where required, will be provided at rates and charges to be established when specific requirements are known.

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OFF-PREMISES EXTENSIONS (grandfathered)

(T)

A. General

This service involves the furnishing of off-premises extension circuits to premises other than that on which the access line for the class and grade of service is located within the exchange area of the Company.

B. Rates

	<u>Monthly Rate</u>
1. Extension - per 1/4 mile, per extension	\$1.50

(D)

C. Conditions

1. Mileage applicable to off-premises business, residence, Centrex, PBX or Key extension stations located on premises, other than those on which the main stations or switchboard are located, will be determined in the following manner:
  - a. When the terminals are located in the same Central Office area, the off-premises mileage measurement is the airline distance between terminals.
  - b. If the line passes through a Central Office, the airline mileage must include the Central Office.
2. The total monthly rate for mileage service will be the sum of the basic rate for the primary service furnished, as set forth in the Local Exchange tariffs, and the appropriate mileage charges above.
3. When facilities must be constructed to provide service to the applicant, charges shall be determined as set forth under Line Extension Charges filed in this section.

D. Applicable taxes levied by state, county and local taxing authorities are in addition to the rates set forth in this tariff. (See also General Regulations, Section 2)

E. Off-premises extension service is no longer offered after April 30, 2017. Those customers who were subscribed to off-premises extensions as of that date will grandfathered so as to continue this service provided their location, telephone number, billing name and membership account name remains the same. The customer who is grandfathered in for an off-premises extension will no longer be eligible for an off-premises extension if a change occurs in any of the above listed information. Customers who are grandfathered into this service will be required to acknowledge that, for 911 calls, additional telephones at a secondary location will be identified as the telephone number and address at the main premises and release the Company of all liability for issues related to providing a phone number that is not unique to the address of the off-premises extension location.

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GENERAL SERVICES  
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PAYPHONE PROVIDER SERVICE

A. Description

1. Payphone Provider Service provides for the use of customer-provided coin operated or coinless telephones. Payphone Provider Service utilizes a voice grade business access line, Basic Coin Telephone Service, to connect the customer-provided equipment to the Company's central office.

B. Definitions

1. Basic Coin Transmission Dial Tone Line - A network access line used to connect customer-provided coin operated or coinless telephone equipment to and from the telecommunications network. (Section D.1 following)
2. Coin Collection and Return - This coin signaling is provided by the network. Coin collection occurs when a call is completed. Coin return will return the coins to the calling party when a busy signal, or no answer is encountered.
3. Coin Supervision Additive - This is an optional feature provided from central offices that are equipped to provide this feature. The feature is provided when payphone equipment connected to the Basic Coin Transmission Dial Tone Line requires central office coin supervision capability. This feature provides the capability of central office line equipment to pass signals and/or tones from the Basic Coin Transmission Dial Tone Line to a trunk terminating at the Payphone Provider's operator service provider. These signals enable the operator service provider to recognize coin deposits and coin returns to the pay telephone user. The Coin Supervision Additive feature also permits a suitably equipped operator service provider to automatically ring back the originating local exchange service line upon completion of call. (Section D.2.a following)
4. Company - Is the utility named above.
5. Payphone Provider - Is the customer, or the Company, that subscribes to the Payphone Provider Service.

C. Rules and Regulations

1. The Payphone Provider Service is classified as business service. It is subject to the terms, rates and conditions applicable to business service as described elsewhere in this Tariff.
2. The maximum of one payphone instrument may be connected to one Basic Coin Transmission Dial Tone Line. A Payphone Provider must use a separate line for each payphone instrument installed and will be billed the tariffed rate for each line. Off-premise extensions are not permitted.
3. Directory listings may be provided under the regulations which provide for the furnishing of listings for business service.

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PAYPHONE PROVIDER SERVICE (Continued)

C. Rules and Regulations (Continued)

4. Directories will be provided to the Payphone Provider on the same basis as business access lines.
5. The Company shall not be liable for shortages of coins deposited and/or collected from the Payphone Provider's payphone instrument.
6. The Company shall not be liable for the end-user fraud of any nature occurring at, or in association with, the Payphone Provider's payphone equipment.
7. Responsibility of the Payphone Provider
  - a) The Payphone Provider is responsible for the installation, operation and maintenance of the customer-provided instrument and any associated equipment such as booths, shelves, directories and any other ancillary equipment. The Payphone Provider is responsible for complying with the requirements of the Americans with Disabilities Act. The Payphone Provider is responsible for providing terminal equipment that is hearing aid compatible and meets all standards for handicapped users as required by law, including height restrictions.
  - b) It is the responsibility of the Payphone Provider to insure its terminating equipment is properly equipped if it desires the optional feature, Coin Supervision Additive.
  - c) The Payphone Provider is responsible for the payment of all charges originating, or accepted at this service, incurred through the use of the Basic Coin Transmission Dial Tone Line including local messages, toll messages, and calls to directory assistance. The Payphone Provider is responsible for any federal, state, or local taxes on the customer-provided payphone, or on calls made from that payphone.
  - d) The customer-provided payphone must be registered in compliance with Part 68 of the FCC's Registration program.

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PAYPHONE PROVIDER SERVICE (Continued)

C. Rules and Regulations (Continued)

7. Responsibility of the Payphone Provider (Continued)

- e) The Payphone Provider is responsible for providing at no charge to the caller and without depositing coins:
  - 1. Access to dial tone,
  - 2. Access to 911 emergency services,
  - 3. Access to operators,
  - 4. Access to 800 numbers,
  - 5. Access to 101XXXX numbers, and
  - 6. Access to telecommunications relay service calls for the hearing disabled.
- f) The Payphone Provider is responsible for posting and prominently displaying all information required by the Federal Communications Commission, or the North Dakota Public Service Commission.
- g) The Payphone Provider is responsible for compliance with the Rules and Regulations of the North Dakota Public Service Commission, or the Federal Communications Commission related to payphone service and equipment.
- h) Disconnection of Payphone Provider service due to a violation of the tariff will be pursuant to the Company's disconnection procedures.

D. Rates and Charges

The following rates and charges are for Payphone Provider Service only and are in addition to the rates and charges for any other service(s) required to furnish a communications system.

	<u>Non-Recurring Charge</u>	<u>Per Month</u>
1. Basic Coin Transmission Dial Tone Line <sup>1</sup>		(Section 4, page 2)
2. Optional Features		
a. Coin Supervision Additive		\$ 2.00

<sup>1</sup> Tariffed charges/rates for a business access line as found in other sections of the Company's tariffs will also apply to Payphone Provider Service.

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SPECIAL BILLING NUMBER SERVICE

A. General

Special Billing Number Service is the provision of a separate listing of toll telephone messages each month for each special billing number used in placing calls.

B. Rates

Rate Per  
Month

1. Special Billing Numbers, each

\$ .50

C. Conditions

1. Special Billing Number Service may be provided in conjunction with all classes and grades of service.
2. The minimum period for which this service may be offered is two (2) months.

GENERAL SERVICES  
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NORTH DAKOTA TELECOMMUNICATIONS RELAY SERVICE (TRS) – FOR  
COMMUNICATION-IMPAIRED PERSONS

1. Definition

This tariff provides for a surcharge to establish and administer a program to distribute communications devices to eligible communication-impaired persons and to create and maintain a message relay service.

2. Eligibility for Communications Devices

The Department of Human Services shall determine eligibility and may provide specialized telecommunications equipment to person determined eligible, depending upon the scope of available funds for the program.

3. Regulations

a. Service Charges shall not apply to eligible persons to establish this program on existing service.

4. Funding

This program shall be funded through a surcharge on residence and business access lines which pay the 911 surcharge, pursuant to North Dakota Century Code 54-44.8.

5. Rates

The surcharge rate is the effective rate ordered by the North Dakota Public Service Commission. The Company is responsible for billing, collecting and remitting the surcharge to the appropriate government agency. (C)

GENERAL SERVICES  
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LIFELINE

1. Definitions.

Lifeline is the local service offering that is available to low income consumers, for which such consumers pay reduced charges as a result of the federal support described in 47 CFR § 54.403 and Sections 5 and 6 below, and that includes the services required to be provided for federal universal service support eligibility under 47 C.F.R. § 54.101.

2. Eligibility for the Federal Lifeline Credit.

a. To qualify for Lifeline credit the customer must be currently eligible for:

- TANF (Temporary Aid for Needy Families)
- Food Stamps;
- Energy Assistance; or
- Medicaid.

b. The North Dakota Department of Human Services will verify a customer's eligibility to participate in Lifeline. The Department of Human Services will provide a certificate to be presented by the applicant to the Company when applying for the Lifeline program.

c. When the Company is notified through the Department of Human Services that the Customer no longer participates in such a program, the federal credits to that customer's monthly charges shall cease beginning with the start of the billing cycle beginning in the month after the month in which notification is received.

3. Application of the federal Lifeline Credit.

The federal Lifeline credit shall be applied first to reduce the federal End-User Common Line Charge, with any remaining federal credit to be applied to reduce rates for residential service meeting the qualification of 47 C.F.R. Section 54.101.

4. Regulations

a. The federal Lifeline credit will begin the customer's earliest possible billing cycle but not later than the second billing cycle after the date the application for the federal Lifeline credit is received by the Company.

b. A Service Charge shall not be billed to establish qualifications for the federal Lifeline credit.

c. Toll blocking shall be offered at no charge to Lifeline customers. (See Section 2, page 10 regarding cash deposits.)

GENERAL SERVICES  
 (NORTH DAKOTA)

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LIFELINE (Continued)

5. Funding

The federal Lifeline credit is funded through the FCC universal service program.

6. Rates

	Abercrombie, Colfax, Great Bend, Mooreton, Hankinson and <u>Lidgerwood</u>		<u>Fairmount</u>		<u>Wyndmere</u>
Local exchange and extended area service	\$ 18.00	(I)	\$ 20.61		\$ 21.80
Federal end user common line charge	<u>6.50</u>		<u>6.50</u>		<u>6.50</u>
Subtotal	22.50	(I)	27.11		28.30
Less federal Lifeline discount	<u>9.25</u>		<u>9.25</u>		<u>9.25</u>
 Lifeline service charge	 <u>\$ 15.25</u>	 (I)	 <u>\$ 17.86</u>		 <u>\$ 19.05</u>
-Including toll blocking, if elected, at no additional charge.					

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(Reserved for Future Use)

GENERAL SERVICES  
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SEASONAL SERVICE

A. General

Seasonal Service is provided to residence and single line business customers whose requirements for telephone services are less than that which might normally be provided in any 12 month period.

B. Rates

1. The monthly rate will be based upon 50% of the regular rate for the basic and associated additional services.

C. Conditions

1. This services is available to all grades of residence and single line business exchange service where the usage is of a seasonal nature.
2. Seasonal Service is no longer offered as of March 15, 2001. Those customers who were subscribed to Seasonal Service as of that date will be allowed to continue Seasonal Service provided their location, telephone number, billing name, and membership account name remains the same. The customer who is grandfathered in for Seasonal Service will no longer be eligible for Seasonal Service if a change occurs in any of the above listed information.

GENERAL SERVICES  
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VACATION SERVICE

A. General

Vacation Service is provided to residence and single line business customers whose requirements for telephone services are less than that which might normally be provided in any 12 month period.

B. Rates

1. No monthly charge will apply for Vacation Service for the period of time such service is in effect..
2. Vacation Reconnection Charges apply at the time service is disconnected or at the time service is reconnected, at the option of the Company.

C. Conditions

1. Vacation Service allows customers to temporarily disconnect dial tone service and reserve their telephone number until dial tone service is reconnected. Additional calling features will be suspended for the same period of time as dial tone service:
2. Service must be temporarily disconnected for a minimum of 30 days and a maximum of one year.
3. This service is available to all grades of residence and single line business exchange service where the usage is of a seasonal nature.

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CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS)

I. GENERAL

- A. Custom Local Area Signalling Services (CLASS) is a group of central office call management features offered in addition to basic telephone service. These enhanced custom calling features described below, allow customers to effectively manage call flow. This management is accomplished by the central office Signalling System 7 technology, which routes the calling party's telephone number from the central office originating the call to the terminating central office serving the called party. That telephone number is held in network memory affording the called party options including identifying the calling number, answering the call and calling back to the call originator.
- B. The available features are described using the terminology used by the switch manufacturer. Marketing and promotional literature could contain less technical terms to describe the same features to the general public.

II. FEATURE DESCRIPTIONS

- A. **Automatic Callback** - allows a customer to dial a code that will automatically redial the last number called from the customer's station. This applies regardless of whether the original call was answered, unanswered, or encountered a busy tone. The system monitors the calling and called lines and attempts to connect the call for up to 30 minutes or until completion or cancellation. Once both lines are idle, a distinctive ringing alerts the customer that the call is ready to be set up.

Call setup is performed when the calling subscriber answers the ringing. This feature will not work on 800 or 900 prefixed numbers, international calls, calls to a number with call forwarding active or lines with a non-unique directory number. To use per call blocking on a call placed using Automatic Callback, the customer **must activate the per call blocking prior** to activating the Automatic Callback feature.

- B. **Distinctive Ringing/Call Waiting** - this incoming call feature allows subscribers to define a list of 32 calling directory numbers that provide the subscriber with special incoming call treatment. Any incoming calls on this list are indicated by a distinctive ringing pattern or a distinctive Call Waiting tone if the subscriber has Call Waiting. Terminating calls from telephone numbers which are not on the list, or which cannot be identified, will receive standard termination treatment.
- C. **Selective Call Acceptance** - with this feature, the customer generated screening list routes calls not on the list to an announcement and shall be treated as calls that are not answered. Incoming calls on the screening list receive standard termination treatment. The feature can be activated or deactivated by the subscriber. The screening list can contain up to 32 directory numbers.

Call Forwarding will not work if the directory number is not contained on the Selective Call Acceptance screening list. Selective Call Forwarding and Selective Call Rejection take precedence over Selective Call Acceptance.

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CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

II. FEATURE DESCRIPTIONS (Continued)

- D. **Selective Call Forwarding** - allows the subscriber to use a screening list to store 32 directory numbers. Calls terminating from a number on this screening list are forwarded to an alternate directory number. Terminating calls from telephone numbers which cannot be identified or have not been indicated on the screening list will be given standard termination treatment. The feature can be activated or deactivated by the subscriber.

Selective Call Rejection takes precedence over Selective Call Forwarding. This feature cannot forward calls to "950" or "101XXXX" dialing patterns.

- E. **Selective Call Rejection** - allows a customer to define a list of 32 calling directory numbers. The calling party on the rejection list receives an announcement stating the call is not presently being accepted by the called party and shall be treated as calls that are not answered. Incoming calls not on the screening list receive standard termination treatment. The feature can be activated or deactivated by the subscriber. The customer does not need to know the number of the incoming call in order to add it to this screening list.

This feature takes precedence over Selective Call Acceptance, Selective Call Forwarding and Caller Identification features. Automatic Recall will not function for directory numbers contained on the Selective Call Rejection list.

- F. **Customer Originated Trace (Call Trace)** - establishes a record of the originating directory number, time and date of a call when the subscriber activates this feature. Only the last incoming number can be traced. If a Call Waiting tone is received during a call the customer desires to trace, the Call Waiting call will be traced rather than the original call.

All customers receive this feature. Information on traced calls will only be released in accordance with Company and law enforcement procedures. See Section V, Page 67 of this tariff for the complete Customer Originated Trace procedures.

- G. **Calling Number Delivery** - will enable the customer to receive the 10-digit telephone number of the calling person, as well as the date and time of the incoming calls. The number is displayed on the customer-provided equipment capable of recognizing CLASS functions. If the calling party has marked their directory number as private, or if the directory number is unavailable, the called party's display is modified appropriately. Subscribers with the appropriate premise equipment can store and display the date, time and calling number of unanswered calls. International calls are generally incompatible with this feature.

- H. **Calling Number Delivery with Name** - the customer can view the name associated with the directory number of the incoming call along with the calling number before answering. The name is displayed on customer-provided equipment capable of recognizing CLASS functions. If the calling party has marked their directory number as private, or if the directory number is unavailable, the called party's display is modified appropriately. Subscribers with the appropriate premise equipment can store and display the date, time and calling name and number of unanswered calls.

International calls are generally incompatible with this feature.

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CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

II. FEATURE DESCRIPTIONS (Continued)

- I. **Caller Identification Blocking** - for outgoing calls, a customer can prevent the delivery of their directory number to the called party. The called party receives a "private" message instead of the calling party's number. Operator and 9-1-1 services take priority over caller identification blocking. The code for this feature must be dialed prior to either Automatic Callback or Automatic Recall or the calling directory number will be displayed on the terminating end.
  1. **Caller Identification Blocking - Per Call** - allows a customer to control the disclosure of the incoming telephone number and name to a subscriber of Caller Identification on a per call basis. **The customer must dial a code to activate per call blocking prior to making a call.**
  2. **Caller Identification Blocking - Per Line** - the name and number of that line will not be delivered to any subscriber of Caller Identification. Once blocking is established on the customer's line, the "blocked" status can be deactivated **by the customer by dialing a code, before each call.** This action will result in displaying the telephone number to another subscriber of Caller Identification.
- J. **Anonymous Call Rejection** - will be provided to all subscribers of caller identification at no charge and in the inactive state. While the feature is activated, incoming blocked calls are routed to an announcement in the central office that will indicate that the called party has chosen to reject blocked calls and the call will not be completed.
- K. **Automatic Recall** - by dialing an activation code, a subscriber directs the switch to recall the directory number of the last incoming call to the subscriber's set. At this time, the subscriber hears the directory number of the call prior to deciding whether or not to recall the number. (If the call has been blocked, the subscriber will hear a recording indicating the call is "Private" or "Anonymous" and cannot be returned.) If the called station is busy, the system scans the called line for an idle condition. The scan continues for 30 minutes or until completion or cancellation. The calling station receives a distinctive ring when the called station is idle. Call setup is performed when the calling subscriber answers the ringing. This feature will not work on 800 or 900 prefixed numbers, international calls, calls to a number with call forwarding active or lines with a non-unique directory number. Only the last incoming call can be returned. To use per call blocking on a call placed using Automatic Recall, the customer must activate the per call blocking prior to activating the Automatic Recall. This feature will not work in any way on blocked calls.
- L. **Call Waiting – Caller Identification** - allows the customer to be visually notified of the Caller ID number or name of a call waiting call. The customer must also subscribe to Calling Number Delivery or Calling Number Delivery with Name. The customer subscribes to the Custom Calling Feature, Call Waiting, or this feature and not both.

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CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

III. CONDITIONS - GENERAL

- A. CLASS services are available to customers having technically compatible premise equipment. The Company is not responsible for the compatibility of products and services of outside vendors. The Company reserves the right to restrict or otherwise limit CLASS features where, in the Company's determination; (a) the feature(s) may create a potential incompatibility or, (b) provision of the feature(s) would require the establishment of new or additional Company procedures.

The Company has compatible CLASS products available for lease or purchase.

- B. CLASS services may not be available with CENTREX and PBX equipment.
- C. CLASS services, including blocking, are not available on public and semi-public telephone services.
- D. Customers of Caller Identification Number and/or Name may not, without the permission of the calling party, publicize or disclose to third parties telephone number information obtained through the use of these services. Failure to comply with this condition may subject the customer of Caller Identification to terminate this service. Sale of such information could be a violation of State Statutes relating to privacy.
- E. CLASS features require Signalling System 7 to function. Therefore, the offering of these features are restricted to those central offices properly equipped. These features are currently available in the following central office locations:

Kent (218) - 557	Abercrombie (701) - 553
Rural Barnesville (218) - 493	Colfax (701) - 372
Rollag (218) - 937	Mooreton (701) - 274
Great Bend (701) - 545	Fairmount (218) - 479
Fairmount (701) - 474	Hankinson (701) - 242
Lidgerwood (605) - 533	Lidgerwood (701) - 538
Wyndmere (701) - 439	

- F. Non-published or non-listed numbers will be revealed unless the customer **activates blocking before each call**, or subscribes to per line blocking.
- G. These services are only available to single party Business and Residential customers and customer owned payphone lines.
- H. The Company will not return the answer supervision on toll calls that are attempting to reach customers who have subscribed to the CLASS services.

GENERAL SERVICES  
(NORTH DAKOTA)

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CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

IV. CONDITIONS - BLOCKING

A. **Per Call**

1. Blocking enables a customer to control the disclosure of telephone numbers to a subscriber of Caller Identification. A customer **must dial an activation code before each call** to block delivery of number information.
2. Customers do not have to subscribe to Caller Identification to use per call blocking.

B. **Per Line**

1. Per line blocking provides a permanent private indicator on a customer's line. The number of that line will not be delivered to any subscriber of Caller Identification. Emergency 911 calls will not be affected.
2. The blocked status can be deactivated by the customer on a per call basis by dialing an activation code, **before** the call to be unblocked is dialed.

C. **Liability**

1. The Company cannot guarantee that Caller Identification blocking, per call or per line will be successful. The sole liability of the Company due to errors, omissions, or mistakes, with respect to residential per line blocking, shall be to refund the non-recurring charge for the residential per-line blocking after the ninety day free period, if applicable.
2. The Company will not be liable for damages whether consequential, incidental or special.

V. CUSTOMER ORIGINATED TRACE (Call Trace)

- A. If a trace is successful, the Telephone Company's equipment will record the incoming call detail (not the conversation).
- B. The called party will not have access to the traced number, but this information will be available to law enforcement officials. The practices of law enforcement officials vary, and the Company does not represent that any action will be taken by such officials with regard to the traced number.
- C. The Company is not liable for damages if a trace attempt is not successful.
- D. If a customer makes or receives another call or call waiting indication after hanging up from the annoying call, prior to activating the trace, Call Trace will not record the correct number.
- E. When trace is initiated, the telephone number of the tracing party is printed in a secure location along with the telephone number of the last received calling telephone number whether or not either number is non-published. Therefore, the tracing party waives the right to privacy of their telephone number in this instance.

GENERAL SERVICES  
 (NORTH DAKOTA)

CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

V. CUSTOMER ORIGINATED TRACE (Call Trace) (Continued)

After dialing the code, the customer receives a recording that indicates the trace was successful. The customer may then call the telephone company's local business office or the local law enforcement agency to further proceed with Call Trace. There the customer may speak to the representative about the harassing call. The originating telephone numbers of traced calls shall be released only to investigative or law enforcement officers.

Information on originating telephone numbers identified as harassing are released verbally or in writing to law enforcement. To obtain records, a subpoena is necessary.

For demonstrated abuse of the Call Trace service, Call Trace may be removed at the Company's request.

- F. All call traces activated by the customer will be billed \$1.00. This fee is waived if the trace is successful and turned over to law enforcement personnel. The Call Trace record will be stored for a minimum of 90 days after a successful activation of call trace.

VI. RATE SCHEDULE

- A. The rates shown below are per feature, per line equipped. Additional rates and charges are applicable for Service Connection Charges as shown in the Local Exchange section of this tariff.

<u>CLASS Feature</u>	<u>Monthly Rate</u>	<u>Non Recurring Charge</u>
Automatic Callback	\$ 1.50	(3)
Automatic Recall	1.50	(3)
Call Trace - Per Successful Activation	1.00	(4)
Screening Features:		
Distinctive Ringing/Call Waiting	1.50	(3)
Selective Call Acceptance	1.50	(3)
Selective Call Forwarding	1.50	(3)
Selective Call Rejection	1.50	(3)
Calling Number Delivery	3.00	(3)
Calling Number Delivery with Name	4.50	(3)
Call Waiting - Caller Identification	2.00	(3)
Caller Identification Blocking:		
Per Call (2)	NC	
Per Line (1)	NC	
Anonymous Call Rejection	NC	

GENERAL SERVICES  
(NORTH DAKOTA)

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CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

VI. RATE SCHEDULE (Continued)

1. Residential Line blocking will be available to customers at **no charge** for a period of thirty days prior to and ninety days after service availability. After the ninety day free period, a customer will be charged the **a nonrecurring charge of \$14.50**. New customers will be provided the same option.

Business Line blocking will be available at **no charge** for the following types of customers: Law enforcement agencies, shelters for battered persons, government agencies engaged in undercover operations, and business customers who have been accepted as having demonstrated a need for nondisclosure.

Other business customers that do not fit the above requirements shall demonstrate to the Company a special need under criteria set forth below:

"Line blocking for business customers is available only for those business customers demonstrating a need. The demonstration of need is waived for law enforcement centers, programs for battered persons, and government agencies engaged in undercover operations. Other business customers wanting line blocking must demonstrate in writing that disclosure of the calling number could endanger the caller, other persons, or property. The Company will promptly notify the customer of its decision. A business customer who does not agree with the Company's decision may appeal in writing to the North Dakota Public Service Commission."

2. Per Call blocking will be provided at **no charge** to residential and business customers and will be provided on any line where it is technically possible.
3. The non-recurring charges will consist of the Service Ordering Charge and Central Office Charge per line as shown in the Service Connection Charge (Section 6) of this Tariff. One non-recurring charge covers all CLASS services purchased at one time.
4. All successful Call Traces activated by the customer will be billed \$1.00. This fee is waived if the customer requests that the Call Trace information be turned over to law enforcement personnel for further investigation.
5. Anonymous Call Rejection will be provided at no charge to all residential and business customers who have subscribed to the Caller Identification features.

GENERAL SERVICES  
(NORTH DAKOTA)

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LOCAL AND INTRALATA OPERATOR SERVICE

A. General

1. Local Operator Service is furnished to customers upon their request in order to complete local calls.
2. There are six classes of local service offered; Credit Card Calling, Operator Station Calls, Person to Person, Busy Line Verification, Busy Line Interrupt and Operator Assistance. When Operator assistance is required to complete a local call, the rates appearing under B. Rates will apply.
  - a. Credit Card Calling  

Customer dialed "0+" calls and completed by the caller or completed by the operator that will be billed to the caller's credit card instead of the telephone originating the call.
  - b. Operator Station Calls  

Customer dialed "0-" calls where the operator completes the call and arranges billing. Can be billed to the originating telephone number, credit card, collect or to a third number. Includes operator placed calls to Directory Assistance.
  - c. Person-to-Person calls  

Customer dialed "0-" calls where the operator completes the call and arranges billing. Can be billed to the originating telephone number, credit card, collect or a third number.
  - d. Busy Line Verify  

Customer requested operator assistance in determining if a called line is actually busy or out-of-service.
  - e. Busy Line Interrupt  

Calls wherein the customer requests the operator to interrupt conversation on a busy line and give a message to the person whose line is being interrupted.
  - f. Operator Assistance  

Calls wherein the customer does not attempt to complete a call, local calls that do not potentially generate an operator surcharge, and 0-calls that turn into incomplete 0+ toll calls.
3. Customers who identify themselves as being disabled and unable to dial the call, will not be required to pay local operator service charges for sent paid station-to-station calls from public and semipublic coin telephones.

GENERAL SERVICES  
(NORTH DAKOTA)

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LOCAL AND INTRALATA OPERATOR SERVICE (Continued)

B. Rates

<u>Operator Service</u>	<u>Charge Per Call</u>	(T)
Credit Card Call	\$ 0.75	
Operator Station Call	1.70	
Person-to-Person Call	2.90	
Busy Line Verify	.90	
Busy Line Interrupt	1.30	
Operator Assistance	.50	

Local and intralata operator assistance charges will not apply to calls placed to the Company business office, Company repair service, emergency calls, 911 or the law enforcement and public safety agencies.

GENERAL SERVICES  
(NORTH DAKOTA)

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DIRECT INWARD DIALING SERVICE (DID)

1. Regulations

- A. The charges applicable to direct inward dialing service contemplate the use of standard Telephone Company equipment and serving arrangements. When equipment or service of a special type is requested and provided, rates and charges based on the additional costs involved to meet the requirements of each case will apply.
- B. The rates and charges specified are in addition to the rates and charges for other services or facilities with which this service is associated.
- C. The Telephone Company will assign line numbers for direct inward dialing in blocks of numbers. When additional numbers are required, they will be made available as soon as the Telephone Company has equipment available for this purpose. The Telephone Company does not guarantee that line numbers will be made available in all cases.

2. Rates

	<u>Monthly Charge</u>	<u>Non-Recurring</u>
A. Direct Inward Dialing circuit – ½ mile or less - per trunk	\$ 25.00	\$ 50.00
- each additional ¼ mile, per trunk	1.50	N/A
B. Initial group of 20 sequential numbers, minimum - per number	1.00	2.50
- additional DID numbers in increments of 10 sequential numbers – per number	1.00	2.50

- (1) Applies in addition to applicable non-recurring and monthly charges for required central office trunks.

GENERAL SERVICES  
(NORTH DAKOTA)

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LOCAL T1 TRUNKING SERVICE

A. General

1. Local T1 Trunking Service provides the customer with digital high speed trunking service over T1 facilities operating at speeds up to 1.544 Mbps.
2. Each T1 trunk facility can support 24 trunk channels or a fraction thereof as ordered by the customer.
3. Three T1 Trunking Services are offered:
  - Standard 2-Way PBX Trunk Service
  - Direct T1 Inward Dialing Service
  - Direct T1 Inward - Outward Dialing service
  - a. Direct T1 Inward Dialing Service provides the customer with one- way incoming Direct Inward Dialing Service on the T1 Trunk Facility.
  - b. Direct T1 Inward - Outward Dialing Service provides the customer with a two-way trunk allowing direct inward and outward dialing on the same trunk. DTIOD service does not require separate trunks for outward dialing.
3. T1 Trunking Services are furnished subject to the availability of central office facilities and outside plant cable facilities.
4. One primary directory listing will be furnished with each Local T1 Trunking Service activated. Additional directory listings may be provided at the charges and in accordance with existing tariffs.
5. The rates and charges specified are in addition to the rates and charges for other services or facilities with which this service may be associated.

B. Rates and Charges

	<u>Monthly Charges</u>	<u>Non-Recurring Charge</u>
Recurring Charges		
<u>T1 Facility</u>		
Each T1 Trunk Facility	\$ 106.09	\$ 381.00
<u>T1 Trunk Channels</u>		
Each Standard 2-Way Trunk Channel	\$ 25.00	\$ 50.00
Each DTID Trunk Channel	\$ 25.00	\$ 50.00
Each DTIOD Trunk Channel	\$ 25.00	\$ 50.00

GENERAL SERVICES  
(NORTH DAKOTA)

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LOCAL T1 TRUNKING SERVICE (Continued)

B. Rates and Charges (Continued)

DID numbers are available in groups of 20 or more numbers. See Section 5, page 47.

Interstate End User Common Access Line Charges (CALC) will apply to each channel activated on Local T1 Trunking Service.

GENERAL SERVICES  
(NORTH DAKOTA)

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511 SERVICES

A. General

1. 511 Service ("511") is a three-digit local dialing arrangement available in specified areas for the delivery of travel information services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 91-105, the 511 code is assigned for access to travel information services.
2. With the effective date of this tariff the 511 Service is provided to an agency as determined by the state of North Dakota.
3. Calls placed to 511 code will be routed to the point-to number based upon the central office switch where technically feasible.

(T)

B. Terms and Conditions

1. This services if provided subject to the availability of the 511 code.
2. 511 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.).
3. Limitations and use of service apply as stated in Section 2 of this Tariff.
4. Directory listings may be provided for 511 at rates under the terms, conditions, and rates specified in section 5 of this Tariff.
5. Access to 511 is not available to the following classes of service:
  - 1+,
  - 0+, 0-(credit card, third-party billing, collect calls),
  - 101XXXX,

In addition, operator assisted calls to the 511 subscriber will not be completed.

6. The 511 subscriber is restricted from selling or transferring the 511 code to an unaffiliated entity, either directly or indirectly.
7. 511 will not provide calling number information in real time to the 511 subscriber. If the 511 subscriber needs this type of information, the subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
8. Calls to the 511 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 511 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 511 from areas where 511 service is not being provided will be advised that the service is not available from their number.
9. Disputes regarding geographic coverage by two or more 511 subscribers will be referred to the North Dakota Public Service Commission.

GENERAL SERVICES  
(NORTH DAKOTA)

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511 SERVICES (Continued)

B. Terms and Conditions (Continued)

10. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 511 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

If during this period, the 511 subscriber has failed to establish service or decides to discontinue service establishment, the 511 code will be recalled and the code will be considered available for reassignment. If the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived.

11. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
12. 511 Service is provided where facilities permit.
13. The 511 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach travel information services provided by dialing 511.
14. 511 will be provided under the following conditions:
- (a) The 511 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to 511 without impairing the Company's general telephone service or telephone plant.
  - (b) The 511 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
  - (c) The 511 subscriber will be liable for, and will indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
  - (d) Suspension of 511 Service is not allowed.
  - (e) The 511 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 511. If requested by the Company, the 511 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's 511 service.
  - (f) The Company will provide both oral and written notification when a 511 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 511. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measures when the 511 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

GENERAL SERVICES  
(NORTH DAKOTA)

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511 SERVICES (Continued)

B. Terms and Conditions (Continued)

15. The following conditions apply if the 511 subscriber provides a pre-recorded announcement:
- (a) The 511 subscriber will provide announcements. The Company will provide only delivery of the call.
  - (b) The provision of access to the 511 network by the Company for the transmission of announcements or recorded program services is subject availability of such facilities and the requirements of the local exchange network.
  - (c) The 511 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  - (d) The 511 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
16. The Company may take all legal and practical steps to disassociate itself from 511 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
17. The Company will not be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the by the Company, or its employees, or agents, in connection with this Tariff. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.

GENERAL SERVICES  
(NORTH DAKOTA)

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511 SERVICES (Continued)

C. Rates and Charges

1. A Service Establishment charge will apply per point-to number.
2. 511 subscribers will pay the normal tariffed charges for the local exchange access arrangements used for transporting and terminating messages at the 511 subscriber's designated premises.
3. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
4. Charges applicable to the 511 Service are as follows:

	<u>Nonrecurring Charge</u>
(a) Service Establishment Charge	
• Per Point-to-Number	\$ 250.00
(b) Central Office Switch Activation Charge	
• Per Central Office Switch Translated or Changed	30.00

GENERAL SERVICES  
(NORTH DAKOTA)

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711 SERVICES

A. General

711 Service ("711") is a three-digit local dialing arrangement for telephone transmission access to all Telecommunications Relay Service (TRS) entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 code is assigned for nationwide access to TRS entities.

B. Terms and Conditions

1. This service is provided subject to the availability of the 711 code.
2. 711 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.).
3. Limitations and use of service apply as stated in Section 2 of this Tariff.
4. Directory listings may be provided for 711 at no charge.
5. Access to 711 is not available to the following classes of service:
  - 0-(credit card, third-party billing, collect calls),
  - 101XXXX,

In addition, operator assisted calls to the 711 subscriber will not be completed.

6. The 711 subscriber is restricted from selling or transferring the 711 code to an unaffiliated entity, either directly or indirectly.
7. 711 will not provide calling number information in real time to the 711 subscriber. If the 711 subscriber needs this type of information, the 711 subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
8. Calls to the 711 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 711 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 711 service from areas where 711 service is not provided will be advised that the service is not available from their number.
9. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
10. 711 Service is provided where facilities permit.
11. The 711 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach relay services provided by dialing 711.

GENERAL SERVICES  
(NORTH DAKOTA)

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711 SERVICES (Continued)

B. Terms and Conditions (Continued)

12. 711 will be provided under the following conditions:

- (a) The 711 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to handle calls to 711 without impairing the Company's general telephone service or telephone plant.
- (b) The 711 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
- (c) The 711 subscriber will be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
- (d) Suspension of 711 Services is not allowed.
- (e) The 711 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. At the Company's request, the 711 subscriber will assist in responding to complaints made to the Company concerning the subscriber's 711 service.
- (f) The Company will provide both oral and written notification when a 711 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 711. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measure when the 711 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

GENERAL SERVICES  
(NORTH DAKOTA)

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711 SERVICES (Continued)

B. Terms and Conditions (Continued)

13. The following conditions apply if the 711 subscriber provides a pre-recorded announcement:
  - (a) The 711 subscriber will provide announcements. The Company will provide only delivery of the call.
  - (b) The Company's provision of access to the 711 network for transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.
  - (c) The 711 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  - (d) The 711 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
14. The Company may take all legal and practical steps to disassociate itself from 711 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
15. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.
16. Calls placed to the 711 code will be routed to the point-to number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone number or ZIP Codes can be provided where technically feasible.
17. 711 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks Centrex Type Services lines, etc.) used for transporting and terminating messages at the 711 subscriber's designated premises.

GENERAL SERVICES  
(NORTH DAKOTA)

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711 SERVICES (Continued)

C. Rate and Charges

1. There will be no charge for the initial establishment of 711 Services.
2. Subsequent point-to-number changes for 711 Services will have a non-recurring charge of \$30.00.

GENERAL SERVICES  
(NORTH DAKOTA)

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211 SERVICES

(N)

A. General

1. 211 Service ("211") is a three-digit local dialing arrangement available in specified areas for the delivery of community information and referral services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services.
2. Calls placed to 211 code will be routed to the point-to number based upon the central office switch where technically feasible.

B. Terms and Conditions

1. This services if provided subject to the availability of the 211 code.
2. 211 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.).
3. Limitations and use of service apply as stated in Section 2 of this Tariff.
4. Directory listings may be provided for 211 at rates under the terms, conditions, and rates specified in section 5 of this Tariff.
5. Access to 211 is not available to the following classes of service:
  - 1+,
  - 0+, 0-(credit card, third-party billing, collect calls),
  - 101XXXX,

In addition, operator assisted calls to the 211 subscriber will not be completed.

6. The 211 subscriber is restricted from selling or transferring the 211 code to an unaffiliated entity, either directly or indirectly.
7. 211 will not provide calling number information in real time to the 211 subscriber. If the 211 subscriber needs this type of information, the subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
8. Calls to the 211 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 211 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 211 from areas where 211 service is not being provided will be advised that the service is not available from their number.
9. Disputes regarding geographic coverage by two or more 211 subscribers will be referred to the North Dakota Public Service Commission.

GENERAL SERVICES  
(NORTH DAKOTA)

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211 SERVICES (Continued)

B. Terms and Conditions (Continued)

10. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 211 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

If during this period, the 211 subscriber has failed to establish service or decides to discontinue service establishment, the 211 code will be recalled and the code will be considered available for reassignment. If the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived.

11. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.

12. 211 Service is provided where facilities permit.

13. The 211 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach community information and referral services provided by dialing 211.

14. 211 will be provided under the following conditions:

(a) The 211 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to 211 without impairing the Company's general telephone service or telephone plant.

(b) The 211 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.

(c) The 211 subscriber will be liable for, and will indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.

(d) Suspension of 211 Service is not allowed.

(e) The 211 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 211. If requested by the Company, the 211 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's 211 service.

(f) The Company will provide both oral and written notification when a 211 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 211. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measures when the 211 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

GENERAL SERVICES  
(NORTH DAKOTA)

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211 SERVICES (Continued)

B. Terms and Conditions (Continued)

15. The following conditions apply if the 211 subscriber provides a pre-recorded announcement:
  - (a) The 211 subscriber will provide announcements. The Company will provide only delivery of the call.
  - (b) The provision of access to the 211 network by the Company for the transmission of announcements or recorded program services is subject availability of such facilities and the requirements of the local exchange network.
  - (c) The 211 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  - (d) The 211 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
16. The Company may take all legal and practical steps to disassociate itself from 211 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
17. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties in Company facilities and equipment or on equipment owned or leased by the subscriber.
18. The Company, its employees, or its agents are not liable to any person for civil damages resulting from or caused by any act or omission in the development, design, installation, operation, maintenance, performance or provision of 211 service, except for willful or wanton misconduct.

GENERAL SERVICES  
(NORTH DAKOTA)

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211 SERVICES (Continued)

C. Rates and Charges

1. A Service Establishment charge will apply per point-to number.
2. 211 subscribers will pay the normal tariffed charges for the local exchange access arrangements used for transporting and terminating messages at the 211 subscriber's designated premises.
3. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
4. Charges applicable to the 211 Service are as follows:

	<u>Nonrecurring Charge</u>
(a) Service Establishment Charge	
• Per Point-to-Number	\$ 250.00
(b) Central Office Switch Activation Charge	
• Per Central Office Switch Translated or Changed	30.00

GENERAL SERVICES  
(NORTH DAKOTA)

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811 SERVICES

A. General

811 Service ("811") is a three-digit local dialing arrangement available in specified areas used for access to One Call systems via voice grade facilities. Pursuant to Order 05-59, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 811 code is established as the national abbreviated dialing code to be used by state One Call notification systems in order to provide a means for excavators and the general public to notify underground facility operators in advance of their intent to engage in excavation activities in compliance with the Pipeline Safety Improvement Act of 2002 (the Pipeline Safety Act).

B. Terms and Conditions

1. This service is provided subject to the availability of the 811 code.
2. 811 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.).
3. Limitations and use of service apply as stated in Section 2 of this Tariff.
4. Directory listings may be provided for 811 at no charge.
5. Access to 811 is not available to the following classes of service:
  - 0-(credit card, third-party billing, collect calls),
  - 101XXXX,

In addition, operator assisted calls to the 811 subscriber will not be completed.

6. The 811 subscriber is restricted from selling or transferring the 811 code to an unaffiliated entity, either directly or indirectly.
7. 811 will not provide calling number information in real time to the 811 subscriber. If the 811 subscriber needs this type of information, the 811 subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
8. Calls to the 811 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 811 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 811 service from areas where 811 service is not provided will be advised that the service is not available from their number.
9. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
10. 811 Service is provided where facilities permit.

GENERAL SERVICES  
(NORTH DAKOTA)

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811 SERVICES (Continued)

B. Terms and Conditions (Continued)

11. The 811 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach relay services provided by dialing 811.
12. 811 will be provided under the following conditions:
  - (a) The 811 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to handle calls to 811 without impairing the Company's general telephone service or telephone plant.
  - (b) The 811 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
  - (c) The 811 subscriber will be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
  - (d) Suspension of 811 Services is not allowed.
  - (e) The 811 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 811. At the Company's request, the 811 subscriber will assist in responding to complaints made to the Company concerning the subscriber's 811 service.
  - (f) The Company will provide both oral and written notification when a 811 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 811. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measure when the 811 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

GENERAL SERVICES  
(NORTH DAKOTA)

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811 SERVICES (Continued)

B. Terms and Conditions (Continued)

13. The following conditions apply if the 811 subscriber provides a pre-recorded announcement:
- (a) The 811 subscriber will provide announcements. The Company will provide only delivery of the call.
  - (b) The Company's provision of access to the 811 network for transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.
  - (c) The 811 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  - (d) The 811 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
14. The Company may take all legal and practical steps to disassociate itself from 811 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
15. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.
16. Calls placed to the 811 code will be routed to the point-to number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone number or ZIP Codes can be provided where technically feasible.
17. 811 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks Centrex Type Services lines, etc.) used for transporting and terminating messages at the 811 subscriber's designated premises.

GENERAL SERVICES  
(NORTH DAKOTA)

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811 SERVICES (Continued)

C. Rate and Charges

1. There will be no charge for the initial establishment of 811 Services.
2. Subsequent point-to-number changes for 811 Services will have a non-recurring charge of \$30.00

GENERAL SERVICES  
(NORTH DAKOTA)

FOREIGN EXCHANGE (FX) SERVICES

(N)

A. General

Foreign exchange service is the extension of basic service into another exchange by means of an Inter-Exchange (Special Access) facility.

B. Terms and Conditions

The Special Access Facility charge component for FX service is in addition to the applicable B1 or PBX rate as shown in Section 4, Local Services. Interexchange Special Access Facility charges are as listed in Section 7

Company may waive part or all of Interexchange charges if FX service is ordered to function over a suitable separate high capacity special access service provided by the company.

Where Company serves both exchanges, and local calling areas are the same for both exchanges, service, Company may provide service using a customized foreign exchange provisioning option in lieu of an interexchange facility.

Where technically feasible, circuit may also be customized to operate over the Internet in lieu of an interexchange facility.

Calling area, toll calling and 911 routing will be configured consistent with services provided in the exchange from which the local service is ordered. Company may arrange for 911 databases to be populated with address where service is used, as provided by the customer under a separate agreement between Company and customer.

Additional changes related to construction are applicable. See Section 5, Construction Charges

C. Rates

The following rates and charges apply for Foreign Exchange Service:

	Monthly Rate
Exchange Service	See Sec 4
Special Access Facility (2w VG)	See Sec 7
Customized Foreign exchange provisioning option	\$ 5.00
Customized Internet Routing Option	\$ ICB

GENERAL SERVICES  
(NORTH DAKOTA)

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SERVICE EXPANSION FEATURE

(N)

A. General

1. Service Expansion Feature (SEF) provides a service feature whereby a call placed from a station to a customer's telephone number in one central office is automatically forwarded by Company central office equipment to another customer designated station.

B. Terms and Conditions

1. This feature may be added to and requires purchase of a B-1 service at the rates shown in Section 4. Normal surcharges associated with the B-1 service will also apply.
2. One listing in the white page directories covering the exchange in which the call forwarding central office is located is provided with this service.
3. SEF is offered subject to the availability of facilities. A Customer may purchase multiple units of this feature to provide capabilities for additional calls to be forwarded simultaneously
4. Transmission may vary depending on the routing required thus SEF is not represented as suitable for transmission of data.
5. SEF is provided on the condition that the customer subscribe to sufficient features or facilities to adequately handle calls without interfering or impairing services offered by the Company. If, in the opinion of the Company, additional SEF features or facilities are needed to avoid interference with or impairment of services offered by the Company, the customer will be required to subscribe to such additional features or facilities. In the event the customer refuses to subscribe to adequate SEF features or facilities the service shall be subject to termination.
6. The calling party is responsible for charges associated with calls between the originating telephone and the call forwarding location. The SEF customer is responsible for the applicable station-to-station long distance charges associated with messages between the call forwarding location and the terminating telephone.

C. Rates

The following rates and charges apply for Service Expansion Feature:

	<u>Monthly Rate</u>
Service Expansion Feature	\$ 5.00

SERVICE CONNECTION CHARGES  
(NORTH DAKOTA)

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A. GENERAL

1. Service connection charges are those charges associated with work performed by the Telephone Company in connection with the provisions of service for a customer.
2. Service connections charges are in addition to any other scheduled rates and charges. They apply in addition to and not in lieu of non-recurring charges or construction charges.
3. The charges herein do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the customer, nor do they contemplate work begun being interrupted by a customer. If the customer requests overtime labor to be performed or interrupts work once begun, a charge in addition to the specified charge will be made equal to the additional cost involved.
4. The charges do not include work related to the installation or repair of customer owned equipment or inside wiring.

B. CHARGES

- |                         |                    |         |
|-------------------------|--------------------|---------|
| 1. Service Order Charge | - New Service      | \$ 8.50 |
|                         | - Existing Service | \$ 4.50 |

This charge includes the time and materials for the establishment of business office records and operator information records. Specifically, time involved in taking request, credit check, preparation and process of order, completing customer line card, completing customer information card and file folder, completing maintenance sheet, computer entries, as well as all work involved in modifying an existing record.

- |   |                         |               |
|---|-------------------------|---------------|
| 2. Central Office Connection Charge (Per Line)  |                         | \$ 10.00      |
| This charge will apply whenever work is required in Central Office. Includes time for frame wiring, testing, and routing of C.O.E., preparation or changes of associated records, and additions or changes in optional features.                              |                         |               |
| 3. Premise Visit Charge   |                         | \$40.00 (l)   |
| This charge will apply whenever an installer must perform any function on a customer's premise up to and including the lightning arrestor (the demarcation point), including the travel from the serving office. It does not include normal maintenance work. |                         |               |
| 4. Maintenance Visit Charge   | Regular Time – Per Hour | \$ 100.00 (l) |
|   | Overtime – Per Hour     | \$ 150.00 (l) |

This charge will apply for service calls by company employees to the customer's premises where a service difficulty or trouble report results from customer-provided equipment and/or inside wiring and not from the Company's facilities.

SERVICE CONNECTION CHARGES  
(NORTH DAKOTA)

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B. CHARGES (Continued)

5. Reconnect Charge - Nonpay \$ 24.50  
This charge pertains to the reconnection, in full or in part, of telephone service by the Company due to non-payment and subsequent reconnection of service at the customer's request. It covers order work applicable to existing service and central office connection charge where no associated plant records are changed.
6. Reconnect Charge - Vacation \$ 24.50 (I)  
This charge pertains to the temporary suspension and the subsequent reconnection of service at the customer's request. It covers service order work applicable to existing service and central office connection charge where no associated plant records are changed. Optional services such as calling cards remain active with this service.
7. Returned Payment Charge \$ 30.00  
This charge applies when any payment whether by check or electronic means for payment of service or deposit becomes dishonored, and is returned to the Telephone Company from the bank. (T)
8. Rearrangement Charge for Drop Wire, Outside Circuit and/or Protector \$ 50.00 (I)  
a. This charge covers the rearrangement of a drop wire, outside circuit and/or protector initiated by the action of a customer. An existing service order charge (\$4.50) and premise visit charge (\$9.75) as specified in this section will be applicable plus \$25.00 per arrangement.  
b. Charges for rearrangements are not applicable if the rearrangement, move, or change is required by the Company for the continuation of satisfactory service.
9. Locations Change Charge \$ 50.00 (I)  
This charge applies when a customer moves to a different physical address/location within the same exchange. It covers the service order work applicable to existing service and the central office connection charge where the associated plant records are changed.
10. New Installation Charge \$ 50.00 (I)  
This charge covers the time involved to install one average\* complete outside circuit initiated by the request of a subscriber to provide an average telephone circuit in accordance with industry standards. This charge includes all materials, labor, and trenching equipment.

\*Average is defined as 1000' of drop wire. If the installation exceeds the average length, the Line Extension charges in Section 5, page 18 also apply.

SERVICE CONNECTION CHARGES  
(NORTH DAKOTA)

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B. CHARGES (Continued)

11. Late Payment Fee

(D,N)

This charge applies to a customer account when the current charge of \$10 or more, whether for service or non-recurring charges, remain unpaid on the 25th calendar day of the month.

C. CONDITIONS

1. When business or residence service is established for a different customer and all of the facilities are reconnected in place without any change, only the applicable service connection charge(s) will apply to the entire service.
2. Service Connection Charges apply to residence or business premises for:
  - a. Establishing Service.
  - b. Reconnections or re-establishment of service.
  - c. Move of service from one premise to another.
  - d. Assumption of service with a change in responsibility or ownership.
  - e. Number change or grade of service change request by the customer.
3. Service Connection Charges DO NOT apply:
  - a. When a change is made and initiated by the Company, for the convenience of the Company, such as a change in grade of service, change in customer's telephone number, etc.
  - b. When telephone service is re-established at a secondary location immediately following the rendering of a customer's primary location as unfit for occupancy, due to fire, flood, etc. At the option of the Company, a different telephone number may be used.
4. Reconnect Charges Apply:
  - a. When service has been disconnected for nonpayment and satisfactory arrangements were not made prior to the preparation of a disconnect, charges will be made applicable as to work needed to make the disconnect.
  - b. When a customer requests Vacation Service, charges will be made applicable as to the work needed to reconnect service.
  - c. If service is disconnected for any reason and remains disconnected for six months or more, all applicable charges necessary to restore service will be made as if this was a request for new service.

GENERAL EXCHANGE PRICE LIST  
(NORTH DAKOTA)

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GENERAL EXCHANGE PRICE LIST  
(NORTH DAKOTA)

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INTRA-LATA PRIVATE LINE SERVICES

The rates that apply to these services are listed in the General Exchange Tariff Services, Section 7.

GENERAL EXCHANGE PRICE LIST  
(NORTH DAKOTA)

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LONG DISTANCE SERVICE

**A. TERMS AND CONDITIONS**

**I. Services Provided**

- a. The Company provides access to facilities, services and equipment over which our Customers may transmit voice, data and other communications of their own choosing to intrastate and interstate destinations.
- b. The Company provides service on a 7 days per week, 24 hours per day basis to all destinations in the United States (including Alaska and Hawaii).
- c. The Company has customer service representatives available from 7:30 A.M. to 4:30 P.M. Monday through Friday to assist its Customers with any questions or problems regarding its toll services. A Company representative can be reached during these hours by dialing (701) 553-8309 or 1- (866) 553-5309.

**2. Charges, Bills and Payment for Service**

- a. Service is provided and billed on a monthly basis, and will continue to be provided and billed until canceled by the Customer or terminated by the Company.
- b. The Company bills for its toll services on a usage basis, either in one minute, 30-second periods, or 6-second periods (depending on the specific calling plan the Customer selects, with a minimum of one full minute), and may round up any fractional period.
- c. The Company will pass through to its Customers all applicable federal, state and local taxes or surcharges.
- d. Payment for all bills rendered by the Company for its toll services are due upon receipt after the Company mails the bill to the Customer. If payment is not received within 25 days after rendition of a bill, a late charge of 1.5% may be applied to all amounts past due.
- e. No late charge will be assessed upon properly disputed charges (see dispute procedures below).
- f. The Company may require a Customer to make a deposit for long distance service prior to or at any time after provision of such service, not to exceed estimated charges for 2 months. The deposit shall be refunded to the Customer after 12 consecutive months of prompt payment of all bills to the Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a Customer shall be applied by the Company to a bill when the bill has been determined by the Company to be delinquent. The Company shall issue a written receipt of deposit to each Customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable. (C)
- g. Interest shall be paid on deposits in excess of \$20 at a rate comparable to standard interest-bearing accounts. Interest is paid from the date of deposit with the Company to the date of refund or disconnection. The Company will pay the interest at least annually as a credit on bills. Upon termination of service, the deposit will be paid to the Customer after the final bill has been paid.
- h. The Company reserves the right to establish a credit limit for the Customer, and to suspend service to the Customer when the Customer reaches the applicable limit.

GENERAL EXCHANGE PRICE LIST  
(NORTH DAKOTA)

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LONG DISTANCE SERVICE (Continued)

**3. Obligations of Customer**

- a. The Customer is responsible for the timely payment of all billed charges for services or facilities provided by the Company.
- b. The Customer will not use the Company's services in a manner that interferes unreasonably with the use of the services by one or more other Customers.
- c. The Customer will not use the Company's services in an abusive, illegal or fraudulent manner, nor alter or tamper with the Company's connections or facilities.
- d. The Customer will indemnify the Company against any and all liability, including reasonable counsel fees, arising from any claims against the Customer for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer over the Company's facilities, services or equipment.

(C)

**4. Resolution of Billing Disputes**

- a. If the procedures of this section are followed, the Customer may withhold payment relating to disputed items pending resolution of the dispute.
- b. Within 15 days of the bill date of a disputed bill, the Company must receive from the Customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed correct and all amounts are due to the Company.
- c. The Company shall review the Customer's statement of disputed charges, and shall issue a written initial determination within 15 days after receipt to set forth the Company's proposed resolution of the dispute charges.
- d. If the Customer is not satisfied with the Company's proposed resolution, the Customer must advise the Company in writing within 15 days after receipt of the Company's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the Customer deems pertinent or relevant to the dispute.
- e. Within 15 days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.
- f. If the Customer continues to withhold payment of any disputed amounts, determined to be owed to the Company, the Customer's account shall be deemed to be past due, and subject to termination.
- g. If the disputed service involves intrastate calls, the Customer may avoid disconnection by placing the disputed amount into escrow pending a resolution by the North Dakota Public Service Commission.

GENERAL EXCHANGE PRICE LIST  
(NORTH DAKOTA)

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LONG DISTANCE SERVICE (Continued)

**5. Limitation of the Company's Liability**

- a. The Customer assumes all risks, other than those resulting from gross negligence or willful misconduct associated with the provision of all telecommunications services and delivery of messages. The liability of the Company for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the intrastate and interstate toll services provided shall not exceed its billed charges for the defective call or calls.
- b. Neither the Company, nor its officers, agents or employees will be liable for indirect, incidental, special, punitive or consequential damages, including but not limited to damages for loss of anticipated profits or revenue, lost saving, or other economic loss in connection with or arising from any telecommunications service or message, whether arising in contract, warranty, strict liability, tort negligence of any kind (other than willful negligence or intentional misconduct) and regardless of whether the possibility of such damage resulting was foreseen.
- c. The Company shall not be liable for any interruption, failure or degradation of service due in whole or part to causes beyond its control including but not limited to; (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or of any foreign, state or local government; (3) any national emergency, insurrection, riot, war, strike or labor difficulty; (4) any act or omission by any other carrier, including the carrier providing the resold services to the Company, or other entity affecting the facilities or equipment over which the Company services are provided; (5) any negligence by the Customer or defects or failures of the Customer's equipment; and (6) any negligent acts or omissions of third parties.
- d. Customer shall hold the Company harmless from any third-party claims arising out of Customer's use of the Company's service.

**6. Refusal, Termination or Suspension of Service**

- a. The Company may refuse service to a Customer that fails or declines to make a deposit requested by the Company.
- b. The Company may discontinue service with 5 day written notice, excluding Sundays and legal holidays, if it finds that; (i) the Customer has furnished false or misleading information in an effort to obtain or retain service or (ii) if the Company reasonably believes that the Customer or entities using the Customer's account or facilities are using the Company services in a manner that; is abusive, illegal or fraudulent or involves threatening, annoying, vile, profane, obscene or abusive language. Service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when business offices are not open to the public, except where a emergency exists. (C)
- c. The Company may terminate service 11 days after a written notice of termination is mailed to the last known billing address of a Customer that has failed to pay a bill for more than 30 days after it was rendered, or that has failed to pay disputed charges determined to be owed to the Company via the Company's billing dispute resolution procedures (see above) for more than 10 days after the end of the dispute resolution proceeding.

GENERAL EXCHANGE PRICE LIST  
(NORTH DAKOTA)

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LONG DISTANCE SERVICE (Continued)

**6. Refusal, Termination or Suspension of Service (Continued)**

- d. If the Company has established a credit limit and notifies the Customer at the time the credit limit is established that their service may be suspended if the credit limit is exceeded, the Company may suspend service to a Customer when the Customer reaches the credit limit established by the Company.
- e. Without notice the Company may suspend or terminate service to a Customer immediately for the following reasons:
  - A. In the event of tampering with the utility's equipment;
  - B. In the event of a condition determined to be hazardous to the customer, to other customer of the utility, the utility's equipment, the public, or to employees of the utility; or
  - C. In the event of a customer's use of equipment in such a manner as to adversely affect the utility's equipment, the utility's service to others.

**B. RATES**

**Long Distance Plans:**

**1. Basic per Minute Plan with Volume Discounts for Business and Residence End Users:**

The plan will have a 6-second minimum billing, billed in six second increments thereafter. (C)  
A flat rate of 12 cents per minute for both Intrastate and Interstate calls placed within the United States.

No monthly service charge.

Automatic per minute discounts will apply depending on monthly billing amounts as follows:

Monthly Charges at flat per minute rate:	Discounted per Minute rate:
\$0 to \$19.99	\$0.12
\$20 to \$39.99	\$0.1165
\$40 to \$79.99	\$0.113
\$80 to \$199.99	\$0.106
\$200+	\$0.092

GENERAL EXCHANGE PRICE LIST  
(NORTH DAKOTA)

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LONG DISTANCE SERVICE (Continued)

(N)

**B. RATES: (Continued)**

**Long Distance Plans: (Continued)**

**2. Flat Rate Calling Plans:**

These plans will have a one-minute minimum billing, rounded up to bill in full minutes thereafter. Call plans apply to direct dialed calls placed within the United States. Multiple telephone lines cross billed to a main billing number may combine minutes under one calling plan.

Call 60 Plan	Monthly Fee = \$5.95 for 60 Minutes Additional minutes are 12 cents per minute
Call 200 Plan	Monthly Fee = \$15.95 for 200 Minutes Additional minutes are 10 cents per minute
Call 350 Plan	Monthly Fee = \$24.95 for 350 Minutes Additional minutes are 9 cents per minute
Call 600 Plan	Monthly Fee = \$39.95 for 600 Minutes Additional minutes are 8.5 cents per minute
Call 1000 Plan	Monthly Fee = \$59.95 for 1000 Minutes Additional minutes are 8 cents per minute

GENERAL EXCHANGE PRICE LIST  
(NORTH DAKOTA)

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LONG DISTANCE SERVICE (Continued)

(N)

**C. Operator Assisted Toll Service:**

General

1. Operator Assisted Toll Service is furnished to customers upon their request in order to complete telephone calls.
2. There are six of classes Operator Assisted Toll Service offered; Credit Card Calling, Operator Station Calls, Person to Person, Busy Line Verification, Busy Line Interrupt and Operator Assistance. When Operator assistance is required to complete a Long Distance call, the rates appearing under "B" above will apply in addition to applicable Operator Assisted Toll Service Surcharges.

a. Credit Card Calling

Customer dialed "0+" calls and completed by the caller or completed by the operator that will be billed to the caller's credit card instead of the telephone originating the call.

b. Operator Station Calls

Customer dialed "0-" calls where the operator completes the call and arranges billing. Can be billed to the originating telephone number, credit card, collect or to a third number. Includes operator placed calls to Directory Assistance.

c. Person-to-Person calls

Customer dialed "0-" calls where the operator completes the call and arranges billing. Can be billed to the originating telephone number, credit card, collect or a third number.

d. Busy Line Verify

Customer requested operator assistance in determining if a called line is actually busy or out-of-service.

e. Busy Line Interrupt

Calls wherein the customer requests the operator to interrupt conversation on a busy line and give a message to the person whose line is being interrupted.

f. Operator Assistance

Calls wherein the customer does not attempt to complete a call, long distance calls that do not potentially generate an operator surcharge and 0-calls that turn into incomplete 0+ toll calls.

GENERAL EXCHANGE PRICE LIST  
(NORTH DAKOTA)

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LONG DISTANCE SERVICE (Continued)

(N)

**C. Operator Assisted Toll Service:** (Continued)

g. DA Call Completion

Calls where the customer requests the operator to complete a call to a number the customer has requested via Directory Assistance Service. In addition to the DA Call Completion rate and any applicable Toll Rates from "B" above, Directory Assistance Service Charges in "D" below will apply to these calls

3. Customers who identify themselves as being disabled and unable to dial the call, will not be required to pay local operator service charges for sent paid station-to-station calls from public and semipublic coin telephones.

Rates:

Surcharge Rates	<u>Charge Per Call</u>
Credit Card Call	\$ 1.10
Operator Station Call – answered call	2.40
Operator Station Call – unanswered call	1.00
Person-to-Person Call	4.40
Busy Line Verify	2.50
Busy Line Interrupt	5.00
Operator Assistance	1.00
DA Call Completion	.35

**D. Directory Assistance Service:**

The Company will provide its customers with directory assistance for obtaining listed telephone numbers. Access to Company directory information services will be provided by dialing an NPA plus 555-1212. Charge per call \$.90.

GENERAL EXCHANGE PRICE LIST  
(NORTH DAKOTA)

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BUNDLED TELECOMMUNICATION SERVICES DISCOUNTS

A. General

Customers may subscribe to a combination of services offered at a discounted rate in a bundle. All bundles are subject to written customer agreements.

**Bundled Telecommunication Services Discounts are no longer offered as of April 26, 2016. Those customers who were subscribed to Bundled Service Discounts as of that date will be allowed to continue Bundled Service Discounts provided their location, telephone number, billing name, membership account and services included in the Bundled Service Discount remain the same. The grandfathered pricing for Bundled Service Discounts will no longer be available if any changes are made to the services purchased or the items listed above**

(C)

B. Grandfathered Bundles

(C)

1. High-speed Internet Bundle – Monthly service charge is \$59.95 plus applicable taxes. This service will be billed in advance on a monthly basis. This bundle is available to new or existing Customers.

- a. Services included in bundle:
- local exchange service line
  - 3 MB High-speed Internet service
  - virus protection service

EAS charges (if applicable), any applicable fees or surcharges and taxes are additional.

b. Restrictions – Bundle available to residential customers only. A 24-month written bundled service agreement is required. A deposit may be required. An installation fee for the virus protection applies.

c. Conditions – If the Customer terminates prior to completion of the term agreement, a fee equal to the monthly discounts times the number of months service has been received may apply. Additional terms and conditions of contracts related to the included services apply.

2. Laptop offer – A Customer may purchase a laptop computer at a discounted price from the Company when subscribing to a combination of services offered at a discounted rate in the High-Speed Internet bundle.

- a. Services included in bundle:
- local exchange service line
  - 3 MB high-speed Internet service
  - virus protection service

EAS charges (if applicable), any applicable fees or surcharges and taxes are additional.

GENERAL EXCHANGE PRICE LIST  
(NORTH DAKOTA)

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BUNDLED TELECOMMUNICATION SERVICES DISCOUNTS (Continued)

B. Grandfathered Bundles (Continued)

(C)

2. Laptop offer (Continued)

b. Restrictions – Offer available to residential customers who have not previously subscribed to the Company's high-speed Internet service. A 24-month written bundled service agreement is required. A deposit may be required. An installation fee for the virus protection applies.

(M)

c. Conditions – If the Customer terminates prior to completion of the term agreement, a fee equal to the monthly discounts times the number of months service has been received plus the amount of discount on the laptop purchase may apply. Additional terms and conditions of contracts related to the included services apply. Offer is valid while laptops are available.

(M)

3. Local and Long Distance Service Bundle Discount

a. A discount amount equal to 10% of the total monthly charges for a Local Exchange Service line, calling features\* and a Long Distance Calling Plan is applicable when a Customer purchases the following with a two-year term commitment:

- a Local Exchange Service line, plus
- a "Call 60," "Call 200" or "Call 350" Long Distance Calling Plan, plus
- three or more of the following with a total monthly price of \$8.95 or higher:
  - calling features\*
  - voice mail
  - wire maintenance

\*Includes custom calling features and Custom Local Area Signaling Service (CLASS).

b. Restrictions – Bundle available to residential and business customers. Additional terms and conditions of contracts related to the included services apply.

c. Conditions – Customer may change plans, options and features during the term commitment as long as the minimum service requirements of this bundle are met.

4. Local and High Speed Internet Service Bundle Discount

a. A discount amount equal to 10% of the total monthly charges for a Local Exchange Service line, a High-Speed Internet Plan and Internet options is applicable when a Customer purchases the following with a two-year term commitment:

- a Local Exchange Service line, plus
- a High-Speed Internet Plan, with one or more of the following Internet options, for a total monthly price of \$46.95 or higher:
  - Virus Protection
  - Online Backup
  - Web Page Storage
  - Additional Mailbox
  - Network Maintenance

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BUNDLED TELECOMMUNICATION SERVICES DISCOUNTS (Continued)

B. Grandfathered Bundles (Continued)

(C)

4. Local and High Speed Internet Service Bundle Discount (continued)

b. Restrictions – Bundle available to residential and business customers. Additional terms and conditions of contracts related to the included services apply.

(T)

c. Conditions – Customer may change plans, options and features during the term commitment as long as the minimum service requirements of this bundle are met.

(T)

5. Local and Cellular Service Bundle Discount

a. A discount amount equal to 2% of the total monthly charges for a Local Exchange Service line, and a Cellular Plan including Cellular options is applicable when a Customer purchases the following with a two-year term commitment:

- a Local Exchange Service line, plus
- a Cellular Plan, with two or more of the following options at a monthly price of \$42.98 or higher:

- Text Messages
- Picture Sending
- Data Plans
- Air Cards

b. Restrictions – Bundle available to residential and business customers. Additional terms and conditions of contracts related to the included services apply.

c. Conditions – Customer may change plans, options and features during the term commitment as long as the minimum service requirements of this bundle are met.

6. Local, Long Distance and High-Speed Internet Service Bundle Discount

a. A discount amount equal to 12% of the total monthly charges for a Local Exchange Service line, calling features\*, Long Distance Calling Plan, a High-Speed Internet Plan and Internet options is applicable when a Customer purchases the following with a two-year term commitment:

- a Local Exchange Service line, plus
- a "Call 60," "Call 200" or "Call 350" Long Distance Calling Plan, plus three or more of the following with a total monthly price of \$8.95 or higher:

- calling features\*
- voice mail
- wire maintenance

- a High-Speed Internet Plan, with one or more of the following Internet options, for a total monthly price of \$46.95 or higher:

- calling features\*
- voice mail
- wire maintenance
- Virus Protection
- Online Backup
- Web Page Storage
- Additional Mailbox
- Network Maintenance

\*Includes custom calling features and Custom Local Area Signaling Service (CLASS)

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BUNDLED TELECOMMUNICATION SERVICES DISCOUNTS (Continued)

B. Grandfathered Bundles (Continued)

(C)

6. Local, Long Distance and High-Speed Internet Service Bundle Discount

b. Restrictions – Bundle available to residential and business customers. Additional terms and conditions of contracts related to the included services apply.

(T)

c. Conditions – Customer may change plans, options and features during the term commitment as long as the minimum service requirements of this bundle are met.

(T)

7. Local, High Speed Internet and Cellular Service Bundle Discount

a. A discount amount equal to 12% of the total monthly charges for a Local Exchange Service line, a High-Speed Internet Plan and Internet options; plus 2% of the total monthly charges for Cellular Service is applicable when a Customer purchases the following with a two-year term commitment:

- a Local Exchange Service line, plus

- a High-Speed Internet Plan, with one or more of the following Internet options, for a total monthly price of \$46.95 or higher:

- Virus Protection
- Online Backup
- Web Page Storage
- Additional Mailbox
- Network Maintenance

- a Cellular Plan, with two or more of the following options at a monthly price of \$42.98 or higher:

- Text Messages
- Picture Sending
- Data Plans
- Air Cards
- Stay Connected Protection

b. Restrictions – Bundle available to residential and business customers. Additional terms and conditions of contracts related to the included services apply.

c. Conditions – Customer may change plans, options and features during the term commitment as long as the minimum service requirements of this bundle are met.

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BUNDLED TELECOMMUNICATION SERVICES DISCOUNTS (Continued)

B. Grandfathered Bundles (Continued)

(C)

8. Local, Long Distance and Cellular Bundle Service Discount

- a. A discount amount equal to 12% of the total monthly charges for a Local Exchange Service line, calling features\*, and Long Distance Calling Plan; plus 2% of the total monthly charges for Cellular Service is applicable when a Customer purchases the following with a two-year term commitment:
- a Local Exchange Service line, plus
  - a "Call 60," "Call 200" or "Call 350" Long Distance Calling Plan, plus three or more of the following with a monthly price of \$8.95 or higher:
    - calling features\*
    - voice mail
    - wire maintenance
  - a Cellular Plan, with two or more of the following options at a monthly price of \$42.98 or higher:
    - Text Messages
    - Picture Sending
    - Data Plans
    - Air Cards
    - Stay Connected Protection
- \*Includes custom calling features and Custom Local Area Signaling Service (CLASS)
- b. Restrictions – Bundle available to residential and business customers. Additional terms and conditions of contracts related to the included services apply.
- c. Conditions – Customer may change plans, options and features during the term commitment as long as the minimum service requirements of this bundle are met.

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BUNDLED TELECOMMUNICATION SERVICES DISCOUNTS (Continued)

B. Grandfathered Bundles (Continued)

(C)

9. Local, Long Distance, High-Speed Internet and Cellular Service Bundle Discount

- a. A discount amount equal to 15% of the total monthly charges for a Local Exchange Service line, calling features\*, Long Distance Calling Plan, a High-Speed Internet Plan and Internet options; plus 2% of the total monthly charges for Cellular Service is applicable when a Customer purchases the following with a two-year term commitment:
- a Local Exchange Service line, plus
  - a "Call 60," "Call 200" or "Call 350" Long Distance Calling Plan, plus three or more of the following with a monthly price of \$8.95 or higher:
    - calling features\*
    - voice mail
    - wire maintenance
  - a High-Speed Internet Plan, with one or more of the following Internet options, for a total monthly price of \$46.95 or higher:
    - Virus Protection
    - Online Backup
    - Web Page Storage
    - Additional Mailbox
    - Network Maintenance
  - a Cellular Plan, with two or more of the following options at a monthly price of \$42.98 or higher:
    - Text Messages
    - Picture Sending
    - Data Plans
    - Air Cards
    - Stay Connected Protection

\*Includes custom calling features and Custom Local Area Signaling Service (CLASS)

- b. Restrictions – Bundle available to residential and business customers. Additional terms and conditions of contracts related to the included services apply.
- c. Conditions – Customer may change plans, options and features during the term commitment as long as the minimum service requirements of this bundle are met.

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**BUNDLED TELECOMMUNICATION SERVICES DISCOUNTS (Continued)**

**B. Grandfathered Bundles (Continued)**

(C)

10. Local, Internet and Video Bundles These services will be billed in advance on a monthly basis. These bundles are available to new or existing Residential Customers.

a. Services Included in Bundles:

Bundle	Telephone Services				Internet Service		Video Service				Bundle Price Excluding Local Telephone Line (1),(2)
	Basic Local Residential Telephone Line #	Voice Mail	Caller ID	Home Wire Maint.	Mbps	Modem Rental	Basic Video	Choice Video	Premier Video	DVR	
<u>Basic Bundle</u>	X		X		3	X	X				\$70.00
<u>Choice 6</u>	X	X	X	X	6	X		X			\$125.00
<u>Choice 6 DVR</u>	X	X	X	X	6	X		X		X	\$135.00
<u>Choice 20</u>	X	X	X	X	20	X		X			\$145.00
<u>Choice 20 DVR</u>	X	X	X	X	20	X		X		X	\$155.00
<u>Choice 40</u>	X	X	X	X	40	X		X			\$165.00
<u>Choice 40 DVR</u>	X	X	X	X	40	X		X		X	\$175.00
<u>Premier 6 DVR</u>	X	X	X	X	6	X			X	X	\$150.00
<u>Premier 20 DVR</u>	X	X	X	X	20	X			X	X	\$170.00
<u>Premier 40 DVR</u>	X	X	X	X	40	X			X	X	\$185.00

- (1) EAS Charge (if applicable), any applicable fees or surcharges and taxes are additional
- (2) Total Bundle Price includes the price shown plus the charge for local service line shown in Section 4, Page 2

- b. Restrictions – Bundle available to residential customers only. A 24-month written bundled service agreement is required. A deposit may be required.
- c. Conditions – If the Customer terminates prior to completion of the term agreement, a fee equal to the monthly discounts times the number of months service has been received may apply. Additional terms and conditions of contracts related to the included services apply

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MULTI-SERVICE TELECOMMUNICATION SERVICES DISCOUNTS

(N)

- A. Customers who receive local phone service may receive a percentage discount on services when they subscribe to multiple services from the Company. Local phone service delivered via copper or fiber optic cable is required to be eligible for this discount. The local phone service is not discounted.
- B. Discounts - A percentage discount is applied to the monthly service package of the additional services. The discount does not apply to optional or additional monthly or one-time charges for installation, long distance, calling features, equipment charges, overage, taxes, regulatory fees, etc.
1. Local telephone service plus one of the other services (high-speed Internet, Digital TV or cellular) allows a 3% discount on the monthly service package of the second service.
  2. Local telephone service plus two of the other services allows a 7% discount on the monthly service package of the second and third service.
  3. Local telephone service plus three of the other services allows an 11% discount on the monthly service package of the second, third and fourth service.
- C. Conditions – Customer must meet all these conditions in order to qualify for the multi- service discount.
1. Subscribe to residential phone service as a member of the cooperative and be in good standing. Good standing is defined as an existing customer who has an A or B account rating or a new customer who does not require a deposit based on their utility credit check.
  2. Be in a two-year or longer agreement for each service which will be discounted. A new customer must also enter a two-year or longer agreement for each service which will be discounted.
    - a. Customers who otherwise qualify for a multi-service discount and who do not enter a two-year or longer agreement for a particular service will not receive a discount on that service.
    - b. Existing customers who currently have their services in a bundle and have 6 months or less remaining in their bundle agreement may start new two-year service agreements in order to be eligible for the multi-service discount. The remainder of their bundle period will be waived.
    - c. Existing customers who currently have their services in a bundle and have more than 6 months remaining in their bundle agreement may start new two-year service agreements in order to be eligible for the multi-service discount. The months remaining in their bundle period will be added to their discount agreement and extend it beyond the minimum two years.

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MULTI-SERVICE TELECOMMUNICATION SERVICES DISCOUNTS (cont'd) (N)

C. Conditions (cont'd)

3. Enroll in paperless billing and establish automatic payments.
4. Agree to a termination fee of \$50 per service or prorated installation amount (whichever is greater) for each service (Digital TV, Internet or cellular) cancelled while still in the two-year agreement.
5. Bill all services on the same account and subscribe to all services at the same service address.