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## **EXPLANATION OF SYMBOLS**

The following symbols are used in this tariff (price catalog) for the purpose indicated below:

C To signify changed regulation.

D To signify discontinued rate or regulation.

I To signify increased rate.

M To signify a move in the location of text.

N To signify new rate or regulation.

R To signify reduced rate.

S To signify reissued matter.

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

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## **APPLICATION OF TARIFF**

This tariff (price catalog) sets forth the end user service offerings, rates, terms and conditions applicable to INdigital Telecom's ("Company") provision of services as authorized by the Indiana Utility Regulatory Commission ("IURC").

Any of the Company's rates and charges may be revised, discontinued, supplemented or changed from time to time in accordance with applicable law, orders, rules and regulations of the IURC.

All offered services are subject to available facilities and authorization from the local municipality in the jurisdiction where the service is offered.

The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.

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## **SECTION 1 DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

**Circuit:** The unit of bandwidth utilization for any given speed of service.

**Collocation:** An arrangement whereby the Company's switching equipment is located in a local exchange company's central office.

**Communications Services:** The Company's regulated intrastate toll and local exchange switched telephone services and private or dedicated line services offered for both intraLATA and interLATA use.

**Customer:** The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations. As used in this tariff, the term Customer applies to Customers taking non-residential service, unless specifically noted otherwise.

**CSO:** Customer Specific Offering. The terms and conditions of the Company's offer of a CSO is governed by applicable rules and regulations of the IURC.

**DID Trunk:** A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the PBX attendant.

**Direct Inward Dial (or DID):** A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

**Direct Outward Dial (or DOD):** A service attribute that allows individual station users to access and dial outside numbers directly.

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Hearing Impaired:** Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**ICB:** Individual Case Basis.

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## SECTION 1 DEFINITIONS (cont'd)

**IURC:** The Indiana Utility Regulatory Commission.

**LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**Monthly Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Nonrecurring Charge (NRC):** The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**(NPA):** Numbering plan area or area code.

**(NXX):** The office code associated with a specific calling area, also called a rate center.

**Off-Net:** A means for carrying traffic to or from the Customer's premises, where the Company leases other company's facilities to deliver traffic to Customer location. Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.

**On-Net:** A means for carrying traffic to or from the Customer's premises, where the Company connects to the point of presence in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

**PBX:** Private Branch Exchange.

**Point of Presence (POP):** Point of Presence - A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.

**Premises:** A building on contiguous property not separated by a public right-of-way. The contiguous property may be divided by a private right-of-way or easement, such as a railroad right-of-way or shared and common access roads and driveways.

**Product Catalog:** The common name of this or other tariffs in effect per IURC order.

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## SECTION 1 DEFINITIONS (cont'd)

**Service Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written request for network services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**User or End User:** A Customer or any other person authorized by a Customer to use service provided under this tariff.

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## **SECTION 2 REGULATIONS**

### **2.1 Undertaking of the Company**

#### **2.1.1 Scope**

The Company undertakes to furnish communications service via the Company's own facilities, resale of another company's services, or by a combination of both. Service will be provided pursuant to the terms of this tariff and/or any contract entered into between the Company and the Customer, in connection with one-way and/or two-way information transmission originating from points within the state of Indiana, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### **2.1.2 Shortage of Equipment or Facilities**

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

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

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## **SECTION 2 REGULATIONS** (cont'd)

### **2.1 Undertaking of the Company** (cont'd)

#### **2.1.3 Terms and Conditions**

- A)** Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B)** Customers may be required to enter into written Service Orders ("Service Orders") which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C)** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by the Company or the Customer upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D)** Service may be terminated upon written notice to the Customer if:
- 1) the Customer is using the service in violation of this tariff; or
  - 2) the Customer is using the service in violation of the law.
- E)** This tariff shall be interpreted and governed by the laws of the State of Indiana without regard for its choice of laws provision.



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## **SECTION 2 REGULATIONS** (cont'd)

### **2.1 Undertaking of the Company** (cont'd)

#### **2.1.3 Terms and Conditions** (cont'd)

**F)** Any other company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

**G)** The Company hereby reserves its rights to establish service packages specific to a particular Customer if permitted to do so under the terms and conditions established by the IURC for Customer Specific Offerings. These contracts may or may not be associated with volume and/or term discounts.

**H)** If the Company anticipates taking any action to obtain relief under the United States Bankruptcy Code or filing an answer admitting bankruptcy or insolvency, or the Company will no longer be able to provide service, the Company will notify Customers as soon as practicable to permit Customers to obtain alternative service.

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## **SECTION 2 REGULATIONS** (cont'd)

### **2.1 Undertaking of the Company** (cont'd)

#### **2.1.4 Limitations on Liability**

##### **A) Indemnification by Customer**

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from, combining with, or using in connection with, facilities of the Company, equipment and systems 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 or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: (1) all other claims arising out of any act or omission of the Customer or any person utilizing the Customer's codes, services, or facilities, with or without the consent or knowledge of the Customer; (2) all claims, demands, losses or liabilities including, but not limited to, fees and expenses of counsel arising out of any damage to business property, or injury to, or death of any person, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer.

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## **SECTION 2 REGULATIONS** (cont'd)

### **2.1 Undertaking of the Company** (cont'd)

#### **2.1.4 Limitations on Liability**, (cont'd)

Service is furnished subject to the conditions that it will not be used; (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

##### **A) Customer-Provided Equipment**

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

##### **B) Use of Facilities of Other Companies**

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or thier agents or employees. This includes the provision of a signaling system database by another company.

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## **SECTION 2 REGULATIONS** (cont'd)

### **2.1 Undertaking of the Company** (cont'd)

#### **2.1.4 Limitations on Liability**, (cont'd)

##### **C) Liability of the Company**

No liability of any nature whatsoever, including but not limited to consequential damages, shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) in the absence of gross negligence or willful misconduct.

The Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or its agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.

The Company will not be liable under any circumstances for any act, omission, error, mistake interruption or delay of any person or entity owning telecommunications facilities used by the Customer in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by acts of God, war, fire, riots, government authorities, or other causes beyond the Company's control.

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## **SECTION 2 REGULATIONS** (cont'd)

### **2.1 Undertaking of the Company** (cont'd)

#### **2.1.5 Notification of Service-Affecting Activities**

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

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## **SECTION 2 REGULATIONS** (cont'd)

### **2.1 Undertaking of the Company** (cont'd)

#### **2.1.6 Provision of Equipment and Facilities**

**A)** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, nor may the Customer permit others to do so, except upon the written consent of the Company.

**B)** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

**C)** Equipment the Company provides or installs at the Customer's Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

**D)** Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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## **SECTION 2 REGULATIONS** (cont'd)

### **2.1 Undertaking of the Company** (cont'd)

#### **2.1.6 Provision of Equipment and Facilities** (cont'd)

**E)** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- 1) The through transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- 2) the reception of signals by Customer-provided equipment; or
- 3) network control signaling where such signaling is performed by customer-provided network control signaling equipment.

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## **SECTION 2 REGULATIONS** (cont'd)

### **2.1 Undertaking of the Company** (cont'd)

#### **2.1.7 Directory Errors**

The Company will cause operator assistance, and "white pages" directories of its toll free local calling areas, to be available to customers of the Company's local exchange services. However, no liability for damages arising from errors or mistakes in, or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from a directory assistance operator shall attach to the Company.

When a Customer transfers to the Company from a prior local exchange carrier with ported numbers, the Company assumes no liability for any preexisting directory errors associated with the ported numbers.

The Customer is responsible for any charges imposed by his or her prior local exchange carrier for any directory services obtained from such local exchange carrier with respect to transferred or ported lines.



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## **SECTION 2 REGULATIONS** (cont'd)

### **2.1 Undertaking of the Company** (cont'd)

#### **2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

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

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## **SECTION 2 REGULATIONS** (cont'd)

### **2.1 Undertaking of the Company** (cont'd)

#### **2.1.9 Ownership of Facilities**

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

#### **2.1.10 Governmental Authorizations**

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses, and permits as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take and shall have no liability whatsoever, for any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission, the IURC, or any other applicable agency, and the Customer shall fully cooperate in and take such actions as may be requested to comply with any such rules, regulations, orders, decisions or directives.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.2 Prohibited Uses**

- A)** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B)** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the IURC's regulations, policies, orders and decisions.
- C)** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. The Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- D)** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.3 Obligations of the Customer**

#### **2.3.1 General**

The Customer shall be responsible for:

- A)** The payment of all applicable charges pursuant to this tariff and/or the contract by which the Customer takes service;
- B)** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C)** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D)** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide telecommunications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.3 Obligations of the Customer (cont'd)**

#### **2.3.1 General (cont'd)**

**E)** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

**F)** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer's premises or the rights-of-way for which the Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

**G)** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

**H)** making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.3 Obligations of the Customer (cont'd)**

#### **2.3.2 Liability of the Customer**

**A)** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

**B)** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

**C)** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.



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## **SECTION 2 REGULATIONS (cont'd)**

### **2.4 Customer Equipment and Channels**

#### **2.4.1 General**

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

The Company's services will comply with the standards of service set forth in 170 IAC 7-1.1-1, as amended or modified by the IURC, either in rules or in administrative orders.

#### **2.4.2 Station Equipment**

**A)** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's POP.

**B)** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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**SECTION 2 REGULATIONS** (cont'd)**2.4 Customer Equipment and Channels** (cont'd)**2.4.3 Interconnection of Facilities**

**A)** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the IURC to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

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

**C)** Telecommunications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

**D)** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.4 Customer Equipment and Channels (cont'd)**

#### **2.4.4 Inspections**

**A)** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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

**C)** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.5 Customer Deposits and Advance Payments**

#### **2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished or where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

#### **2.5.2 Deposits**

**A)** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified Customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.5 Customer Deposits and Advance Payments (cont'd)**

#### **2.5.2 Deposits (cont'd)**

- B)** A deposit may be required in addition to an advance payment.
- C)** Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D)** Deposits held for 180 days or longer will accrue interest at the rate of 6% per annum. Deposits held for less than 180 days will not accrue interest.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.6 Payment Arrangements**

#### **2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

##### **A) Taxes**

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Indiana Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Indiana, or both, and are charged to a Customer's telephone number or account in Indiana.

#### **2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

**A)** Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

**B)** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.6 Payment Arrangements (cont'd)**

#### **2.6.2 Billing and Collection of Charges (cont'd)**

**C)** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

**D)** Billing of the Customer by the Company will begin on the service commencement date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

**E)** If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within thirty (30) days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

**F)** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. Adjustments or credit for billing errors made be made to the known date of the error or for a period of one year, whichever is shorter. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the IURC in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Indiana Utility Regulatory Commission  
302 West Washington Street, Suite E306  
Indianapolis, IN 46204  
Phone: (317) 232-2701 Facsimile: (317) 232-6758

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.6 Payment Arrangements (cont'd)**

#### **2.6.2 Billing and Collection of Charges (cont'd)**

**G)** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in this tariff.

#### **2.6.3 Discontinuance of Service for Cause**

**A)** Upon nonpayment of any amount owing to the Company, the Company may, by giving five (5) business days prior written notice to the Customer, discontinue or suspend service without incurring any liability, to the extent permitted to do so by law.

**B)** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

**C)** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

**D)** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.



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## **SECTION 2 REGULATIONS (cont'd)**

### **2.6 Payment Arrangements (cont'd)**

#### **2.6.3 Discontinuance of Service for Cause (cont'd)**

**E)** Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

**F)** In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

**G)** Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B) of this tariff, the Company, in addition to all other remedies that may be available to the Company at law or equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

**H)** The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll free (i.e., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll free service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's toll free service, with thirty (30) days written notice.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.6 Payment Arrangements (cont'd)**

#### **2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

#### **2.6.5 Cancellation of Application for Service**

**A)** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

**B)** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.

**C)** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

**D)** The special charges described in Sections 2.6.5(A) through 2.6.5(C) above will be calculated and applied on a case-by-case basis.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.6 Payment Arrangements (cont'd)**

#### **2.6.6 Changes in Service Requested**

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

#### **2.6.7 Returned Check Charges**

A charge will be assessed for all checks returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Bad Check Charges:     \$25.00

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## **SECTION 2 REGULATIONS** (cont'd)

### **2.7 Allowances for Interruptions in Service**

#### **2.7.1 General**

- A)** A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B)** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C)** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D)** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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## **SECTION 2 REGULATIONS** (cont'd)

### **2.7 Allowances for Interruptions in Service** (cont'd)

#### **2.7.2 Limitations of Allowances**

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

- A)** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B)** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C)** Due to circumstances or causes beyond the reasonable control of the Company;
- D)** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E)** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F)** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G)** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H)** That was not reported to the Company within thirty (30) days of the date that service was affected.

## **SECTION 2 REGULATIONS (cont'd)**

### **2.7 Allowances for Interruptions in Service (cont'd)**

#### **2.7.3 Use of Another Means of Communications**

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

#### **2.7.4 Application of Credits for Interruptions in Service**

**A)** Credits for interruptions in service that are provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

**B)** For calculating credit allowances, every month is considered to have thirty (30) days.

**C)** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

**D)** Interruptions of 24 Hours or Less

Length Of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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Effective:

Issued by:

Mark Grady, General Manager  
5312 West Washington Center Road  
Fort Wayne, IN 46818

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.7 Allowances for Interruptions in Service (cont'd)**

#### **2.7.4 Application of Credits for Interruptions in Service (cont'd)**

**E) Over 24 Hours and Less Than 72 Hours.** Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

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

#### **2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- A)** interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- B)** interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C)** interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D)** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E)** interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F)** interruption of service due to circumstances or causes beyond the reasonable control of Company; and

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.7 Allowances for Interruptions in Service (cont'd)**

#### **2.7.5 Limitations on Allowances (cont'd)**

**G)** that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

#### **2.7.6 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.



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## **SECTION 2 REGULATIONS (cont'd)**

### **2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Customer breaches the terms in the Service Order, the Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2 of this tariff.

#### **2.8.1 Termination Liability**

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

- A)** all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus:
- B)** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus:
  - (1) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D)** minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.9 Customer Liability for Unauthorized Use of the Network**

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

#### **2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network**

**A)** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

**B)** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's account.

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

i) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

**D)** INdigitals's customer service center may be reached 24 hours a day / 7 days a week at 1-877-469-2010. This contact information is also set forth on Customer's bill.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network (cont'd)**

**E)** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

**F)** The liability of the Customer for unauthorized use of the Company facilities or services by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.10 Use of Customer's Service by Others**

#### **2.10.1 Resale and Sharing**

There are not prohibitions or limitations on the resale of services. Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws and the Indiana Utility Regulatory Commission's regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

#### **2.10.2 Joint Use Arrangements**

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

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.11 Services to Hearing Impaired**

**2.11.1** Residential Hearing Impaired Customers or Hearing Impaired members of a Customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll service rates.

**2.11.2** Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the Hearing Impaired: the evening discount off the intrastate, interexchange, customer-dialed, station to station calls originating 8:00 a.m. to 4:59 p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, customer-dialed, station to station calls originating 5:00 p.m. to 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.12 Transfers and Assignments**

- A)** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:
- B)** to any subsidiary, parent company or affiliate of the Company; or
- C)** pursuant to any sale or transfer of substantially all the assets of the Company; or
- D)** pursuant to any financing, merger or reorganization of the Company.

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.13 Notices and Communications**

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

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## **SECTION 2 REGULATIONS (cont'd)**

### **2.14 Primary Interexchange Carrier Selection**

#### **2.14.1 General**

Within the first thirty (30) days of new service, a Customer may change his or her interLATA and/or intraLATA long distance carrier at no charge. After this thirty (30) day period, the Customer will incur a charge each time there is a change in either the interLATA or intraLATA long distance carrier associated with the Customer's line after the initial installation of service. If the Customer changes the interLATA and the intraLATA carrier on the same order, only one charge will be assessed.

#### **2.14.2 Options**

Option A: Customer may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Customer may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

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

#### **2.14.3 Primary Interexchange Carrier (PIC) Change Charges**

##### **A) Application of Charges**

- i) After a Customer's initial selection of a toll carrier, for any change thereafter, a PIC Change Charge will apply.

##### **B) Nonrecurring Charges**

Per business line or trunk	\$5.00
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## **SECTION 2 REGULATIONS (cont'd)**

### **2.15 Expedited Due Date Service**

#### **2.15.1 General**

When a Customer requests that service be provided in advance of the established service interval, and the Company is able to comply, an Expedited Due Date Service charge will apply.

#### **2.15.2 Charges**

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable.

#### **2.15.3 Limitation of Liability**

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

#### **2.15.4 Charges**

	Nonrecurring <u>Charge</u>
Expedited Due Date Service Charge:	\$200.00

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## **SECTION 3 APPLICATION OF RATES**

### **3.1 Introduction**

The regulations set forth in this Section govern the application of rates for services contained in all other Sections of this tariff.

### **3.2 Usage Based Charges**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

**3.2.1** Calls are measured in billing increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

**3.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by the hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person to person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

**3.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

**3.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

**3.2.5** All times refer to local time.

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## **SECTION 3 APPLICATION OF RATES (cont'd)**

### **3.3 Rates Based Upon Distance**

Where charges for a service are specified based upon distance, the following rules apply:

**3.3.1** Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated toll free service line or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

**3.3.2** The airline distance between any two rate centers is determined as follows:

- A)** Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- B)** Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C)** Square each difference obtained in step (B) above.
- D)** Add the square of the "V" difference and the square of the "H" difference obtained in step (C) above.
- E)** Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F)** Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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## **SECTION 3 APPLICATION OF RATES (cont'd)**

### **3.3 Rates Based Upon Distance (cont'd)**

**3.3.2** The airline distance between any two rate centers is determined as follows: (cont'd)

**G)**

$$\text{Formula} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

### **3.4 Additional Surcharges**

The Company may include surcharges on the Customer's bill as required by the IURC, the state government or the federal government. Surcharges may include, but are not limited to: the High Cost Fund, the 9-1-1 Surcharge, the Low Income Telephone Assistance (Lifeline) Fund, the Telecommunications Relay Service Fund and the Universal Service Fund.

### **3.5 Connection Charge**

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; or (c) a change from one class of service to another at the same or a different location. Connection Charges are listed with each service to which they apply.

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## **SECTION 3 APPLICATION OF RATES (cont'd)**

### **3.6 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician

First one hour	<b>ICB</b>
Each additional one-half (1/2) hour	<b>ICB</b>

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**SECTION 3 APPLICATION OF RATES (cont'd)****3.7 Restoration of Service****3.7.1 Description**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

**3.7.2 Rates**

A restoration charge equal to the applicable nonrecurring charge(s) set forth in this tariff or the Service Order for the suspended service(s) shall be applied.

**3.8 Miscellaneous and Access charges****3.8.1 Description**

Access charges are required by state and federal regulatory bodies. These rates are set by said bodies. These are known as FCC required access charge, and State required access charge. In addition, other required charges are County 911 charges, Dual Party Relay Service Charges or TDD for the Hearing Impaired, and local number portability charges.

**3.8.2 Rates**

	<b>BUSINESS</b>		<b>RESIDENTIAL</b>	
	Monthly Recurring Charge	Non Recurring Charge	Monthly Recurring Charge	Non Recurring Charge
FCC Access Charge	\$9.00	\$0.00	\$3.50	\$0.00
Indiana State Access Charge	\$4.50	\$0.00	\$2.88	\$0.00
Allen County 911 Charge	\$.70	\$0.00	\$.70	\$0.00
Dual Party relay Service - TDD	\$.03	\$0.00	\$.03	\$0.00
Local Number Portability	\$.48	\$0.00	\$.48	\$0.00

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Issued by:

 Mark Grady, General Manager  
 5312 West Washington Center Road  
 Fort Wayne, IN 46818

Effective:

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## **SECTION 4 SERVICE AREAS**

### **4.1 Exchange Service Areas**

Exchange Services are provided in limited geographic areas. The tariff rates and charges are currently effective in areas that are served by INdigital Telecom and known as the Auburn/Huntington/ (Fort Wayne) LATA.

Full service versions of the Company's exchange services will be provided to Customers, at the Customer's premises located in these areas pursuant to this or the INdigital Telecom Local Exchange Services Tariff, to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by an INdigital Telecom wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

### **4.2 Calling Areas**

Geographically-defined Local Calling Areas are associated with each Exchange service provided in this tariff. The Local Calling Areas of the Company are the same as the Local Calling Areas specified by the IURC for similar rate centers served by other incumbent or competitive Company(s).

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## **SECTION 5 NETWORK SERVICES**

### **5.1 Service Offerings**

The Company undertakes to provide Non-Residential End users with the following types of Network Services:

- Standard Business Line
- PBX Trunk Service - Analog
- PBX Trunk Service - Digital
- Trunk Side Features
- ISDN

All services offered in this tariff are subject to Service Order and change charges where the Customer requests new service or changes in existing services, as well as indicated Nonrecurring and monthly Recurring Charges.

These services provide a Customer with the ability to connect its terminal equipment, inside wiring, or transmission facilities to the Company's switched network for the origination and reception of telephonic communications, and includes optional features designed to facilitate the use or expand the functionality of communications services. Services may be provided by the use of the Company's own facilities, by resale or services provided by other telephone companies, or by a combination of these methods.



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## **SECTION 5 NETWORK SERVICES (cont'd)**

### **5.2 Standard Business Line**

#### **5.2.1 Description of Service**

The Standard Business Line provides a Customer with a single, voice-grade communications channel which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection to Customer-provided wiring and single station sets or facsimile machines. Each standard Business Line consists of a flat rated monthly component.

#### **5.2.2 Rates and Charges**

##### **Nonrecurring Charges:**

Per Initial Line Per Simple Service Order	\$40.00
Per Initial Line Per Complex Service Order	\$60.00
Per Modification, Additional Line Per Service Order	\$19.00

##### **Monthly Recurring Charges Per Line:**

Month to Month Term	\$40.12
12 to 60 Month Term	ICB

##### **5.2.2.1 Optional Monthly Recurring Charges/Features**

Business Wire Maintenance Plan	\$2.00
Business Touchtone	\$0.00

### **5.3 Optional Business Feature Packages**

#### **5.3.1 Description of Service**

The optional business feature packages allow subscribers to choose individual preset feature groups for application to one or more business subscriber lines.

#### **5.3.2 Rates and Charges**

##### **Nonrecurring Charges:**

ICB

##### **Monthly Recurring Charges per line:**

Business Package A	ICB
Business Package B	ICB
Business Package C	ICB

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## **SECTION 5 NETWORK SERVICES (cont'd)**

### **5.4 INTouch centrex class service**

#### **5.4.1 Description of Service**

Business class service which applies multiple features to a group of subscriber lines, which replaces and essentially functions as a PBX or key system.

#### **5.4.2 Rates and Charges**

##### **Nonrecurring charges:**

ICB

##### **Monthly Recurring Charges:**

INTouch line charge	ICB
INTouch feature package	ICB
INTouch <b>N</b> etwork <b>A</b> ccess <b>R</b> egister	ICB

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## **SECTION 5 NETWORK SERVICES (cont'd)**

### **5.5 Analog PBX Trunk Service**

#### **5.5.1 Description of Service**

Analog PBX Trunk Service provides a Customer with a single, voice-grade communications channel which can be used to place or receive one call at a time. Analog PBX Trunk Service provides a connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network.

Each Analog PBX Trunk can be configured as an Inward, Outward or Two-way Trunk. Inward and Two-way Trunks may be equipped with Direct Inward Dialing (DID) signaling capability and with DID number blocks for additional charges as set forth in Section 5.5 below. DID signaling enables a PBX to route an incoming call directly an extension number without the need for an attendant.

Analog PBX Trunk Service may be configured into a hunt group with other Company-provided Analog PBX Trunks.

The Company will consider requests for large quantities, i.e. 97 or more trunks, on an individual case basis only.

#### **5.5.2 Rates and Charges**

##### **Nonrecurring Charges:**

Per Initial Trunk Per Service Order	\$60.00
Per Additional Trunk Per Service Order	\$19.00

##### **Monthly Recurring Charges Per Trunk:**

Month to Month Term	\$56.12
12 to 60 Month Term	ICB

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## **SECTION 5 NETWORK SERVICES (cont'd)**

### **5.6 Digital PBX Trunk Service**

#### **5.6.1 Description of Service**

Digital PBX Trunk Service provides business Customers with a PBX or PBX-like equipment or other telephonic equipment with access to a switch port and the public switched network. The connection to the Customer's equipment is accomplished using a DSI (1.544 Mbps) for digital connectivity. Customers must have the ability to terminate at a DS1 level.

Digital PBX Trunk Service requires a Digital Facility. A Digital Facility can carry up to 24 Digital PBX Trunks. Each Digital PBX Trunk can be configured as an Inward, Outward or Two-way Trunk. Inward and Two-way Trunks may be equipped with Direct Inward Dialing (DID) signaling capability and with DID number blocks for additional charges as set forth in Section 5.5 below. DID signaling enables a PBX to route an incoming call directly an extension number without the need for an attendant.

The Company will consider requests for large quantities, i.e. 97 or more trunks, on an individual case basis only.

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## **SECTION 5 NETWORK SERVICES (cont'd)**

### **5.6.2 Rates and Charges**

#### **A) Digital Facility Charges Per Facility (Zero Miles)**

##### **-Nonrecurring Charges:**

	<u>Initial Facility</u>	<u>Additional Facilities</u>
Month to Month Term	\$395.00	\$395.00
12 to 60 Month Term	ICB	ICB

##### **-Monthly Recurring Charges:**

Month to Month Term	\$765.00	ICB
12 to 60 Month Term	ICB	ICB

#### **B) Digital PBX Trunk Charges Per Trunk**

##### **-Nonrecurring Charges:**

	<u>Initial Facility</u>	<u>Additional Facilities</u>
Per Initial Trunk Per Service Order	\$60.00	
Per Additional Trunk Per Service Order		\$19.00

##### **-Monthly Recurring Charges Per Trunk:**

Month to Month Term	\$56.12	ICB
12 to 60 Month Term	ICB	ICB

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## **SECTION 5 NETWORK SERVICES (cont'd)**

### **5.7 Direct Inward Dialing (DID)**

#### **5.7.1 Description of Service**

Inward and Two-way Trunks may be equipped with Direct Inward Dialing (DID) signaling capability and with DID number blocks. DID signaling enables a PBX to route an incoming call directly to an extension number without the need for an attendant. DID signaling may also require PBX software not provided by the Company.

The Company will consider requests for large quantities, i.e. 97 or more trunks, on an individual case basis.

#### **5.7.2 Rates and Charges**

- A)** DID signaling for Analog PBX Trunks is provided at the following additional charges.

Nonrecurring Charge Per PBX Trunk:	ICB
Monthly Recurring Charge Per PBX Trunk:	
Initial block of 100 numbers:	
Month to Month Term	\$150.00
12 to 60 Month Term	ICB
Additional block of 100 numbers:	
Month to Month Term:	\$100.00
12 to 60 Month Term:	ICB

- B)** DID signaling for Digital PBX Trunks is provided at the following additional charges.

Nonrecurring Charge Per PBX Trunk:	ICB
Monthly Recurring Charge Per PBX Trunk:	
Initial block of 100 numbers:	
Month to Month Term	\$150.00
12 to 60 Month Term	ICB
Additional block of 100 numbers:	
Month to Month Term:	\$150.00
12 to 60 Month Term:	ICB

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## **SECTION 5 NETWORK SERVICES (cont'd)**

### **SECTION 5.7 Direct Inward Dialing (cont'd)**

#### **5.7.2 Rates and Charges (cont'd)**

- C)** DID Numbers are provided in blocks of 100 at the following charges:

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Block of 100	ICB	\$150.00
Additional Block of 100	ICB	\$100.00

### **Section 5.8 ISDN PRI and BRI**

- 5.8.1 Description of Service** Intergrated Services Digital Network BRI; Basic Rate Interface. Two B channels and one D channel to provide switched voice and data service. Intergrated Services Digital Network PRI; Primary Rate Interface. ISDN-PRI is comprised of 23 B channels and one D channel to provide switched voice and data service.

#### **5.8.2 Rates and Charges**

<b>A) ISDN PRI</b>	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
	\$736.00	\$395.00 Installation \$40.00 Modification
<b>B) ISDN BRI</b>	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
	\$112.00	\$395.00 Installation \$40.00 Modification

---

## **SECTION 5 NETWORK SERVICES (cont'd)**

### **5.9 Digital Channel Service**

#### **5.9.1 Description of Service**

Dedicated circuit service between two customer/subscriber designated locations. This is a point to point or point to multipoint service.

	Monthly recurring <u>Charge</u>	Nonrecurring <u>Charge</u>
<b>A)</b> DCS Month to Month	\$750.00	\$395.00 Installation \$395.00 Modification
<b>B)</b> DCS 12 - 60 Month Contract	<b>ICB</b>	<b>ICB</b>

### **5.10 INnet T-1 Dedicated Access**

#### **5.10.1 Description of Service**

Primarily a point to point data circuit that allows the subscriber location(s) access to internet and data services up to speeds of 1.544 Mbps per circuit.

#### **5.10.2 Rates and Charges**

	Monthly recurring <u>Charge</u>	Nonrecurring <u>Charge</u>
<b>A)</b> T-1 Month to Month	\$560.00	\$395.00 Installation \$395.00 Modification
<b>B)</b> T-1 12 - 60 Month Contract	<b>ICB</b>	<b>ICB</b>



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## **SECTION 6 SUPPLEMENTAL SERVICES**

### **6.1 Directory Assistance**

#### **6.1.1 Description**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of two (2) listings per each call to Directory Assistance.

#### **6.1.2 Rates**

Per Call Charge: \$0.75

### **6.2 Operator Service**

#### **6.2.1 Description of Service**

Operator Service provides for live or automated operator treatment when Customer dials "0". Operator Service calls are billed in one (1) minute increments with an initial billing period of one (1) minute. The total number of minutes will be rounded at end of Billing Period to the nearest minute. Fractional cents will be rounded to nearest cent. Additional charges apply on a per call basis. When more than one charge would apply, only the highest applicable charge will be applied.

#### **6.2.2 Call Types**

**A) Collect Call:** A call for which the charges are billed to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

**B) Calling Card Call:** A call billed using a calling card of a local or interexchange carrier with or without the assistance of an operator.

**C) General Assistance:** A service whereby the Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

**D) Person to Person Call** A call completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

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**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.2.2 Call Types (cont'd)**

**E) Station to Station Call:** A call completed with the assistance of an operator (live or mechanical) to a particular station.

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

**6.2.3 Operator Service Charges**

	<u>Per Call Charges</u>
Station to Station Calls:	
Third Number Billing	\$2.50
Collect Calling	\$2.50
Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.00
General Assistance	\$1.50
Person to Person Calls:	\$4.50

**6.3 Busy Line Verification and Interrupt Service****6.3.1 Description of Service**

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

**A) Busy Line Verification:** Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling agency.

**B) Busy Line Verification with Interrupt:** The operator will interrupt the call on the called line if the calling party indicates an emergency and requests interruption.

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.3.2 Rates**

Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

- A)** The operator verifies that the line is busy with a call in progress.
- B)** The operator verifies that the line is available for incoming calls.
- C)** The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

	<u>Per Request</u>
Busy Line Verification	\$2.00
Busy Line Interrupt	\$5.00

**6.4 Calling Features****6.4.1 Description of Features**

The features in this Section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**A) Call Transfer:** Call Transfer allows a Customer to receive an incoming call, then transfer the calling party to any other number.

**B) Call Waiting:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

---

## SECTION 6 SUPPLEMENTAL SERVICES (cont'd)

### 6.4.1 Description of Features (cont'd)

**C) Call Forwarding:** Includes Call Forwarding Variable, Call Forwarding Busy and Call Forwarding No Answer.

**D) Call Forwarding Busy:** Automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

**E) Call Forwarding No Answer:** Automatically reroutes an incoming call to a Customer-predesignated number when the called number does not answer within the number of rings programmed by the Company.

**F) Call Forwarding - Variable:** Allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

**G) Call Forwarding Selective:** Permits the end user to automatically forward (transfer) calls from up to ten end user pre-selected number to another telephone number and to restore it to normal operation at their discretion. Call Forwarding Selective can be used in conjunction with Call Forwarding.

**H) Continuous Re-dial:** Permits the end user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every forty-five (45) seconds for up to thirty (30) minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated.

The following types of calls cannot be Continuously Redialed:

- Calls to Toll Free (i.e., 800/888) Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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## **SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

### **6.4 Calling Features (cont'd)**

#### **6.4.1 Description of Features (cont'd)**

**I) Customer Originated Trace:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified. The number obtained from such a trace will be provided to the police department or proper authorities, but will not be provided to Customer. When Customer dials the specified dial code for initiating such a trace, Customer will receive an automated message announcing whether the trace was successful and if so, will be advised of the charges associated with that successful trace. If the trace is not completed or is unsuccessful, the Customer will not be charged. The Customer will also be advised that if it is a life-threatening emergency, to call the police, and will be given a 1-800 number to have the traced number blocked. In the event the Customer has more than five successful traces using the Customer Originated Trace feature in any one billing cycle, the Customer will be charged no more than the non-recurring charges set forth in Section 6.4.2 for five successful traces.

**J) Distinctive Ringing - First Number:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

**K) Distinctive Ringing - Second Number:** Provides a Customer with the ability to associate a second additional number to a single access line and has its own distinctive ring when dialed.

**L) Last Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every forty-five (45) seconds for up to thirty (30) minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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## **SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

### **6.4 Calling Features (cont'd)**

#### **6.4.1 Description of Features (cont'd)**

**M) Priority Call:** Allows a Customer to assign a maximum of fifteen (15) telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

**N) Selective Call Rejection:** Allows the end user to designate up to 10 telephone numbers from which incoming calls are automatically completed to a prerecorded announcement circuit which indicates that calls are not being taken at this time. The end user receives no indication of the call attempts. Calls from parties not on the end user's list terminate normally. Only voice calls, or analog modem calls which look like voice calls, are screened by the feature. There is only one rejection list per telephone line.

**N) Speed Calling (8 or 30):** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as an eight code list or a thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one or two digit code (for the eight code and thirty code lists respectively) plus the telephone number.

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.4 Calling Features (cont'd)****6.4.1 Description of Features (cont'd)**

**O) Three-Way Calling:** Permits the end user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

**SECTION 6 SUPPLEMENTAL SERVICES** (cont'd)**6.4 Calling Features** (cont'd)**6.4.2 Rates**

	Monthly <u>Recurring</u>	Nonrecurring <u>Charge</u>
Call Transfer	\$2.50	\$0.00
Call Waiting	\$2.50	\$0.00
Call Forwarding	\$2.50	\$0.00
Call Forwarding Busy	\$2.50	\$0.00
Call Forwarding Variable	\$2.50	\$0.00
Call Forwarding No Answer	\$2.50	\$0.00
Call Forwarding Selective	\$2.50	\$0.00
Customer Originated Trace	N/A	\$7.50*
*per successful trace		
Distinctive Ringing - 1st Number	\$2.50	\$0.00
Distinctive Ringing - 2nd Number	\$2.50	\$0.00
Continuous Re-dial	\$2.50	\$0.00
Last Call Return	\$2.50	\$0.00
Priority Call	\$2.50	\$0.00
Selective Call Rejection	\$2.50	\$0.00
Speed Calling	-----	-----
• (30 numbers)	\$2.50	\$0.00
• (8 numbers)	\$0.00	\$0.00
Three-Way Calling	\$2.50	\$0.00
Caller Number	\$2.50	\$0.00
Caller Name and Number ID	\$5.00	\$0.00
Abbreviated Dialing	\$2.50	\$0.00

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## **SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

### **6.4 Calling Features (cont'd)**

#### **6.4.2 RATES (cont'd)**

Volume Discount for ordering multiple Calling Features:

Discount

3 Calling Features per Line	ICB
4 Calling Features per Line	ICB
5 or more Calling Features per Line	ICB

### **6.5 Voice Mail**

#### **6.5.1 Description of Service**

The features in this Section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**A) Basic Voice Messaging** Allows subscriber to receive voice messages when telephone line is unanswered or busy. This feature cannot be expanded beyond one voice mailbox, or additional voice mail services.

**B) Advanced Voice Messaging** Allows subscriber to receive messages when telephone line is unanswered or busy. This feature also allows multiple voice mail boxes, pager notification and one or more remote access paths.

**C) Virtual Voice Mail** Allows subscriber to have voice mail services without being a telephone line subscriber. This feature is accessed remotely. Pager notification and additional mail boxes are available.

**D) Virtual Voice Mail Remote Access** Allows subscriber to access virtual voicemail from any location, by dialing an assigned access telephone number.

**E) Virtual Voice Mail Pager Notification** Allows subscriber to be notified via pager that their voice mail box contains one or more messages, or that their voice mail box picked up one or more telephone calls.

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**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.5 Voice Mail (Cont'd)****6.5.2 Rates**

	<u>Monthly</u> <u>Recurring</u>	<u>Nonrecurring</u> <u>Charges</u>
Basic Voice Messaging	\$4.95	ICB
Advanced Voice Messaging	\$10.95	ICB
Virtual Voice Mail	\$11.00	ICB
Virtual Voice Mail Remote Access	\$2.50	ICB
Virtual Voice Mail Pager Notification	\$2.50	ICB
Additional Voice Mail Box	\$5.00	ICB
Virtual Voice Mail Port Charge	\$5.00	ICB

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## **SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

### **6.6 Hunting**

#### **6.6.1 Description of Service**

##### A) Series Completion Hunting (Regular and Circular)

This feature allows individual Directory Numbers (DN) to "series complete" to another DN when the original call DN is busy. The Customer provides a list of the lines which will have this feature and the order in which they will hunt. Only ten (10) stations will be allowed in a series completion. The last DN can point to the first DN in the list to provide circular hunting.

Regular Series Completion: Any of the numbers in the series can be called. If the called number is busy, the switch will hunt to the next in line. The hunting will always stop at the last number in the group.

Circular Series Completion: Any number in the series can be called. If the called number is busy, the switch will hunt to the next in line. The hunting will stop when the number preceding the called number is reached.

<b>Service</b>	<b>Recurring Monthly</b>	<b>Nonrecurring</b>
Series Completion Hunting -Circular	\$5.00	ICB
Series Completion Hunting -Regular	ICB	ICB

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.6 Hunting (cont'd)****6.6.1 Description of Service (cont'd)**

## B) Multi-Line Hunting

There are three types of Multi-Line Hunting (MLHG) available: Regular, Circular, and Uniform Call Distribution (UCD).

- 1) Regular: Hunting starts with the dialed DN and ends with last member of the hunt group.
- 2) Circular: Hunting starts with the dialed DN and ends with the terminal prior to the called DN.
- 3) Uniform Call Distribution: When the main MLHG is called, the calls are distributed to the most idle member of the hunt group. If a terminal DN is dialed, circular hunting is used.

<b>Service</b>	<b>Recurring Monthly</b>	<b>Nonrecurring</b>
Multi-Line Hunting - Circular	\$5.00	ICB
Multi-Line Hunting - Regular	ICB	ICB
Multi-Line Hunting - Uniform Call Distribution	ICB	ICB

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.7 Local Number Portability****6.7.1 Description**

Number Portability is an optional feature by which a Customer, who was formerly a Customer of another certified local exchange carrier, may retain its telephone numbers and fax numbers for use with the Company-provided exchange services. Number Portability service is only available in areas where the Company maintains interconnection agreement with the Customer's former local exchange carrier.

**6.7.2 Rates and Charges**

Nonrecurring Charges

Per ported number: ICB

Monthly Recurring Charges

Per ported number: \$0.48

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.8 Blocking Services****6.8.1 Description of Service**

Network Services provided by the Company may be arranged for blocking access to toll service, completion of DID calls, and similar types of blocking. See Section 6.8 of this tariff for Information Service Blocking.

**6.8.2 Rates and Charges**

Charges apply per line.

	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>
DID Blocking, Initial Activation	ICB	ICB
DID Blocking, Subsequent Order	ICB	ICB
Collect Call Restriction	\$2.50	ICB
Third Number Billing and		
Collect Call Restriction	\$2.50	ICB
Toll Restriction	\$2.50	ICB
Toll Restriction Plus	\$2.50	ICB
700 Carrier Access Code Blocking	\$2.50	ICB

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**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.9 Information Services Blocking****6.9.1 Description of Service**

This service provides the option of blocking, or subsequent unblocking, all calls to identified information exchanges, such as 900 and 976, calls on a per-line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**6.9.2 Rates and Charges**

Per Line (Recurring)	\$2.50
Per Line (Nonrecurring):	ICB

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**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.10 Customized Number Service****6.10.1 Description of Service**

Customized Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with Company-provided exchange services. This service provides for the assignment of a Customer requested telephone number other than the next available number from the assignment control list.

Customized Number Service is furnished subject to the availability of facilities and the requirements of Exchange service as defined by the Company. The Company reserves all rights to the Customized Numbers assigned to the Customer and may, therefore, change them if required.

**6.10.2 Rates and Charges**

The following charges apply to each assigned Customized Telephone Number.

Monthly Recurring Charge	\$2.50
Nonrecurring Charge	\$0.00



---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.11 Easy Telephone Number Service****6.11.1 Description of Service**

Easy Telephone Number Service allows the Customer to select an "easy to remember" telephone number for each access line.

Easy Number Service is furnished subject to the availability of facilities and the requirements of Exchange Service as defined by the Company. The Company reserves all rights to the Easy Telephone Numbers assigned to the Customer and may, therefore, change them if required.

**6.11.2 Rates and Charges**

The following charges apply to each assigned Easy Telephone Number.

Monthly Recurring Charge	\$2.50
Nonrecurring Charge	\$0.00

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.12 Reserved Telephone Number Service****6.12.1 Description of Service**

Reserved Telephone Number Service allows the Customer to reserve a particular unassigned telephone number(s) for each access line for future use. The Company reserves the right to limit the time period for which a Reserved Telephone Number is Reserved.

Reserved Telephone Number Service is furnished subject to the availability of facilities and the requirements of Exchange service as defined by the Company. The Company reserves all rights to the Reserved Telephone Numbers assigned to the Customer and may, therefore, change them if required.

**6.12.2 Rates and Charges**

The following charges apply to each Reserved Telephone Number.

Monthly Recurring Charge	\$0.00
Nonrecurring Charge	ICB

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## **SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

### **6.13 Non-Published Service**

#### **6.13.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

#### **6.13.2 Regulations**

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

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

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

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

#### **6.13.3 Rates and Charges**

There is a monthly charge for each non-published service. This charge does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month:           \$2.50

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## **SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

### **6.14 Non-Listed Service**

#### **6.14.1 General**

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

#### **6.14.2 Regulations**

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

The Company will complete calls to a non-listed number.

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

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

#### **6.14.3 Rates and Charges**

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-listed service charge, per month:                      \$2.50

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**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)****6.15 Remote Call Forwarding****6.15.1 General Description**

Remote Call Forwarding allows a Customer the ability to purchase additional Directory Numbers and to have calls to those telephone numbers forwarded on a permanent basis to a designated telephone number.

**6.15.2 Conditions**

- A) The telephone number to which calls are forwarded is user-defined.
- B) Changes to this number are made via a Service order.
- C) Customers can request additional paths for Remote Call Forwarding service.
- D) A flat-rated monthly recurring charge applies for each main Remote Call Forwarding Directory Number and for each additional path ordered.

**6.15.3 Rates and Charges**

Per Line:

BUSINESS	Nonrecurring	Recurring
Remote Call Forwarding Service	ICB	\$15.00
Remote Call Forwarding Additional 3 Paths	ICB	\$7.50

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## **SECTION 7 SPECIAL ARRANGEMENTS**

### **7.1 Special Construction**

#### **7.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) Nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

#### **7.1.2 Basis for Cost Computation**

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

**A)** cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:

- 1) equipment and materials provided or used,
- 2) engineering, labor and supervision,
- 3) transportation, and
- 4) rights-of-way;

**B)** cost of maintenance;

**C)** depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

**D)** administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

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## **SECTION 7 SPECIAL ARRANGEMENTS** (cont'd)

### **7.1 Special Construction** (cont'd)

#### **7.1.2 Basis for Cost Computation** (cont'd)

- E)** license preparation, processing and related fees;
- F)** tariff preparation, processing and related fees;
- G)** any other identifiable costs related to the facilities provided; or
- H)** an amount for return and contingencies.

#### **7.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

**A)** The termination liability period is the estimated service life of the facilities provided.

**B)** The amount of the maximum termination liability is equal to the estimated amounts for:

- 1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights-of-way;

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## **SECTION 7 SPECIAL ARRANGEMENTS** (cont'd)

### **7.1 Special Construction** (cont'd)

#### **7.1.3 Termination Liability** (cont'd)

##### **B)** (cont'd)

- 2) license preparation, processing and related fees;
- 3) tariff preparation, processing and related fees;
- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.

**C)** The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

### **7.2 Customer Specific Offerings (CSOs)**

Customer Specific Offerings are available for those services which are considered competitive. Services are competitive when a functionally similar service or equipment alternative is reasonably available from more than one supplier. Customer Specific Offerings shall not be made for those services which are not competitive, as determined from time to time by the IURC, and currently includes basic exchange services, exchange access services and intraLATA message toll services. To the extent any non-competitive services are provided in connection with competitive services offered under a Customer Specific Offering, the rates and charges for such non-competitive services shall be those set forth in the Company's tariff on file with and approved by the Commission. The CSO shall separately disclose the non-competitive services being provided in connection with the competitive services and the rates and charges for said non-competitive services.

Rates, charges and regulations for the competitive services provided under a CSO will be developed on an individual case basis. Each CSO will include at a minimum all relevant costs. This provision will enable the Company to reflect new technology and economies of scale in the pricing of services to meet the specific communication requirements of an individual customer and to respond to offerings by alternative providers of service.



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## **SECTION 7 SPECIAL ARRANGEMENTS (cont'd)**

### **7.2 Customer Specific Offerings (CSOs) (cont'd)**

#### **7.2.1 Information filed with the IURC's Chief Engineer**

Details of the individual offerings will not be specified in this tariff. The Company will file, with the IURC's Chief Engineer for review by the IURC's staff within 30 days of Customer's acceptance of a CSO, the following information:

##### **A. Customer Information**

1. The name, address and nature of Customer's business;
2. Whether the Customer is a new Customer or an existing Customer;
3. The number of the Customer's access lines.

##### **B. Service Information**

1. A functional description of the service;
2. A description of the service configuration — a technical explanation of the service and/or its major components;
3. A description of the inclusion of advanced technical capabilities;
4. A description of the provision of the service in combination with the installation of customer premises equipment.

##### **C. Service Costs**

1. The amount associated with disaggregated capital investment put in place and/or allocated for the provision of the service, including central office equipment, land, buildings, and outside plant;
2. The amount of disaggregated annual costs associated with fixed costs, such as depreciation, rate of return and taxes; and variable costs, including operation and maintenance, commercial and administrative costs.

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## **SECTION 7 SPECIAL ARRANGEMENTS (cont'd)**

### **7.2 Customer Specific Offerings (CSOs) (cont'd)**

#### **7.2.1 Information filed with the IURC's Chief Engineer (cont'd)**

##### **D. Contract, Service Price and Revenues**

1. A complete copy or a substantive summary of the CSO contract;
2. An explanation of contract price and terms of payment, including whether such charges are in the form of monthly rates, nonrecurring charges, termination charges, or a combination of the above;
3. An analysis of foregone revenues, including annual revenues lost because of CSO introduction and the potential revenue loss if customer was to "leave the network."
4. An explanation of the items in CSO that will continue to be priced "under tariff";
5. An explanation of the CSO provisions governing price "escalation: and "stabilization."

##### **E. Existence of Competition**

1. Identification of "unregulated" competitors, including the name, number and credibility of such competitors;
2. Analysis of "unregulated" competitive response;
3. Explanation of the party and circumstances governing initiation of CSO negotiations.

#### **7.2.2 Confidential Information**

All information submitted will be considered preliminarily confidential and will NOT be open to inspection by the public, except as provided for in Ind. Code 5-14-3.

#### **7.2.3 Effective Date and Pricing of CSO**

The price levels set forth in each CSO will remain in effect until a new CSO is submitted to the IURC's Chief Engineer. Increases in monthly rates for services under tariff are subject to the regulatory hearing process of the IURC. Services provided under contract with payment periods of longer than one month cannot be changed until the expiration of the contract period. Charges for CSOs may be in the form of monthly rates, nonrecurring charges and termination charges, either singly or in any combination.

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## **SECTION 7 SPECIAL ARRANGEMENTS (cont'd)**

### **7.2 Customer Specific Offerings (CSOs) (cont'd)**

#### **7.2.4 Pricing Requirements**

A. Each CSO must be priced at a minimum of 1% above the calculated long-run incremental costs as provided in the CSO guidelines set forth in the IURC's Order in Cause No. 38561. The revenues received in excess of the incremental costs will provide a contribution toward the joint and common costs caused by all services provided by the Company, and will benefit the customers of these other services.

B. In the aggregate, the calculated revenues for all CSOs during a specified twelve-month period must exceed the calculated long-run incremental costs by at least 10%.

C. Tariffed rates for business Touch-Tone and DID services shall be specifically included as costs in all CSOs which provide such services.

#### **7.2.5 Reasonableness of Rates**

The Company acknowledges the statutory authority of the IURC under Ind. Code 8-1-2-58 to investigate, at any time, the reasonableness of any CSO provided to a Customer under this tariff. The Company further acknowledges its obligation under Ind. Code 8-1-2-52 to provide the IURC with any and all information requested by the IURC in connection with such an investigation, subject only to a reservation of its right to request proprietary and confidential treatment of such information provided.

The Company acknowledges that its shareholders, not its ratepayers, are at risk in connection with each CSO. If a CSO is shown by the IURC to generate insufficient revenues, the burden of such a revenue shortfall shall be placed upon the Company's shareholders.

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## **SECTION 7 SPECIAL ARRANGEMENTS (cont'd)**

### **7.3 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's tariff as an addendum.

### **7.4 Discounts**

The Company may, from time to time as reflected in the tariff, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

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## **SECTION 8 SPECIAL ARRANGEMENTS (cont'd)**

### **8.2 Customer Specific Offerings (CSOs) (cont'd)**

#### **8.2.1 Information filed with the IURC's Chief Engineer**

Details of the individual offerings will not be specified in this tariff. The Company will file, with the IURC's Chief Engineer for review by the IURC's staff within 30 days of Customer's acceptance of a CSO, the following information:

##### **A. Customer Information**

1. The name, address and nature of Customer's business;
2. Whether the Customer is a new Customer or an existing Customer;
3. The number of the Customer's access lines.

##### **B. Service Information**

1. A functional description of the service;
2. A description of the service configuration — a technical explanation of the service and/or its major components;
3. A description of the inclusion of advanced technical capabilities;
4. A description of the provision of the service in combination with the installation of customer premises equipment.

##### **C. Service Costs**

1. The amount associated with disaggregated capital investment put in place and/or allocated for the provision of the service, including central office equipment, land, buildings, and outside plant;
2. The amount of disaggregated annual costs associated with fixed costs, such as depreciation, rate of return and taxes; and variable costs, including operation and maintenance, commercial and administrative costs.

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## **SECTION 8 SPECIAL ARRANGEMENTS (cont'd)**

### **8.2 Customer Specific Offerings (CSOs) (cont'd)**

#### **8.2.1 Information filed with the IURC's Chief Engineer (cont'd)**

##### **D. Contract, Service Price and Revenues**

1. A complete copy or a substantive summary of the CSO contract;
2. An explanation of contract price and terms of payment, including whether such charges are in the form of monthly rates, nonrecurring charges, termination charges, or a combination of the above;
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4. An explanation of the items in CSO that will continue to be priced "under tariff";
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1. Identification of "unregulated" competitors, including the name, number and credibility of such competitors;
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## **SECTION 8 SPECIAL ARRANGEMENTS (cont'd)**

### **8.2 Customer Specific Offerings (CSOs) (cont'd)**

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