

Airus, Inc.  
Filed with Board

TF-2014-0040  
(SPU-2014-0005)  
Telephone Tariff  
IUB Tariff No. 1  
Original Title Sheet

**FILED WITH  
Executive Secretary  
April 10, 2014  
IOWA UTILITIES BOARD**

Airus, Inc.  
Telephone Tariff  
Filed with  
Iowa Utilities Board  
April 11, 2014

Applicable to  
Resold and Facilities-Based  
Competitive Local Exchange  
Between Points Within the State of Iowa

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for telecommunications services provided by Airus, Inc. with principal offices at 840 South Canal Street, 7<sup>th</sup> Floor, Chicago, IL 60607. This tariff applies for services furnished within the State of Iowa. This tariff is on file with the Iowa Utilities Board, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Effective: May 11, 2014

Issued By:

Vice President Regulatory Affairs  
Airus, Inc.  
840 South Canal Street, 7<sup>th</sup> Floor  
Chicago, IL 60607

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CHECK SHEET

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

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Explanation of Symbols

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- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (T) – To signify a change in text but no change in rate

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Board. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Board, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Board.

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**Section 1. TECHNICAL TERMS AND ABBREVIATIONS**

“Applicant” refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

“Board” refers to the Iowa Utilities Board.

“Business Hours” refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

“Business Service” refers to service furnished to customers where the use is substantially of a business, professional, institutional, or occupational nature, rather than a social and domestic nature.

“Calls” refer to telephone messages attempted by customers or users.

“Central office” refers to a unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

“Company” refers to Airus, Inc.

“Competitive Local Exchange Carrier” or “CLEC” refers to a utility or Company, other than an incumbent local exchange carrier, that provides local exchange service pursuant to an authorized certificate of public convenience and necessity.

“Complainant” refers to persons who complain to the Board of any act or thing done or omitted to be done in violation, or claimed to be in violation, of any provision of Iowa Code chapters 476 through 479B, or of any order or rule of the Board.

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**Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)**

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"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Consumer Advocate" refers to the consumer advocate referred to in Iowa Code Chapter 475A.

"Customer" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Disconnection" refers to the disabling of circuitry preventing both outgoing and incoming communications.

"Due Date" refers to the last day for payment without unpaid amounts being subject to a late payment charge or additional collection efforts.

"Exchange" refers to a unit established by a telephone utility for the administration of communication services.

"Exchange Service" refers to communication service furnished by means of exchange plant and facilities.

"Exchange Service Area" or "Exchange Area" refers to the general area in which the telephone Company holds itself out to furnish exchange telephone service.

"Extended Area Service" refers to telephone service, furnished at flat rates, between end user customers located within an exchange area and all of the end user customers of an additional exchange area. Extended area service is only for calls both originating and terminating within the defined extended area.

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**Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)**

"IntraLATA toll service" refers toll service that originates and terminates within the same local access transport area.

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Local exchange service" means telephone service furnished between customers or users located within an exchange area.

"Message" refers to a completed telephone call by a customer or user.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Premises" refers to the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

"Rates" shall mean amounts billed to customers for local exchange service.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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**Section 1. TECHNICAL TERMS AND ABBREVIATIONS(Cont'd)**

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“Tariffs” refer to the entire body of rates, classifications, rules, procedures, policies, etc., adopted and filed with the Board by the Company in fulfilling its role of furnishing communications services.

“Telephone Numbers” refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to customers and used in conjunction with the Services provided pursuant to this tariff.

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**SECTION 2. RULES AND REGULATIONS**

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2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations applicable to facilities-based and resold local exchange services provided by the Company that originate and terminate within the State of Iowa.
- 2.1.2 The Company installs (or may utilize vendors service to install), operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 2.1.4 The Company's services are available to business/non-residential customers.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.2 Limitations

- 2.2.1 Service is offered subject to the provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.3 Obligations of the Customer

2.3.1 The customer shall be responsible for:

2.3.1.1 The payment of all applicable charges pursuant to this tariff.

2.3.1.2 Reimbursing the Company for damage to, or loss of the Company's 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.

2.3.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's equipment installed on the customer's premises.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.3 Obligations of the Customer (Cont'd)

- 2.3.1.4 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 equipment. The customer may be required to install and maintain the Company's 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 prior to any installation work.
- 2.3.1.5 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 equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the equipment of the Company.
- 2.3.1.6 Making Company equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.3 Obligations of the Customer (Cont'd)

2.3.2 With respect to any service provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.3.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.3.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.3.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment is compatible with such equipment. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.3.4 The Company's services may be connected to the services or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.3 Obligations of the Customer (Cont'd)

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- 2.3.5 Upon reasonable 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 this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned equipment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.4 Liability of the Company

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2.4.1 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.4 Liability of the Company (Cont'd)

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2.4.1 Limitations on Liability (Cont'd)

- (D) The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.4 Liability of the Company (Cont'd)

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2.4.1 Limitations on Liability (Cont'd)

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Paragraph A.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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2.4 Liability of the Company (Cont'd)

2.4.1 Limitations on Liability (Cont'd)

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any act or omission in connection with the provision of 911, E911, or similar services;
12. Any noncompletion of calls due to network busy conditions;
13. Any calls not actually attempted to be completed during any period that service is unavailable.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.4 Liability of the Company (Cont'd)

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2.4.1 Limitations on Liability (Cont'd)

- (E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- (F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.4 Liability of the Company (Cont'd)

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2.4.1 Limitations on Liability (Cont'd)

- (G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.5 Application for Service

2.5.1 General

The Company shall make all reasonable efforts to connect new or additional service within five (5) business days or within the customer-requested service connection date. All reasonable efforts to maintain the above standard shall be measured by the following:

2.5.1.1 Eighty-five percent (85%) of all customers provided service within five (5) business days of the request or the customer-requested date, whichever is later. Compliance will be measured based on a three-month rolling average.

2.5.1.2 Ninety-five percent (95%) of all customers provided service within ten (10) business days of the request or the customer-requested date, whichever is later. Compliance will be measured based on a three-month rolling average.

2.5.1.3 Ninety-nine percent (99%) of all customers provided service within thirty (30) business days of the request or the customer-requested date, whichever is later. Compliance will be measured based on a three-month rolling average.

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2.5 Application for Service (Cont'd)

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2.5.2 Minimum Contract Period

- 2.5.2.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.5.2.2 Except as provided in 2.5.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.5.2.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment necessary to meet special demands for service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.5 Application for Service (Cont'd)

2.5.3 Cancellation of Service

- 2.5.3.1 Where the applicant cancels an order for service prior to the start of the installation no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier.
- 2.5.3.1 Where the applicant cancels an order for service prior to the start of the installation no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier.
- 2.5.3.2 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- 2.5.3.3 In the event that the Company plans to exit a current region or exchange, the Company shall provide the Board and the Consumer Advocate with notice of its intent, at least ninety (90) days prior to discontinuance. If at the time of its proposed intention to exit a current region or exchange, the Company has no current customers, the Company will provide the Board with thirty (30) days' notice. The Customer shall be provided with prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.6 Payment for Service

- 2.6.1 The Company will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within thirty (30) days of the Bill Date (the "Due Date"). The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.6.2 Payments are past due if not received by the Company by the Due Date. A late payment charge of 1.5% will be assessed on all unpaid balances more than thirty (30) days old. The customer shall be granted one (1) complete forgiveness of a late payment charge each calendar year. Bills not paid within thirty (30) days of the Bill Date and which have not been disputed may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by the Company in collecting any unpaid amounts, including attorneys' fees.
- 2.6.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service. The advance payment will be applied to any indebtedness for the service for which the advance payment is made on the customer's initial bill.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.7 Customer Deposits

2.7.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with the Company. Deposit or guarantee of payment requirements as prescribed by the Company will be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company may determine whether a customer has established good credit with the Company, except as herein restricted:

2.7.1.1 A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

2.7.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this section.

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2.7 Customer Deposits (Cont'd)

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2.7.2 Return of Deposit

Deposits shall be refunded after not more than twelve (12) consecutive months of prompt payment, which may be eleven (11) timely payments and one (1) automatic forgiveness of a late payment. The account shall be reviewed after twelve (12) months of service and if the deposit is retained it shall again be reviewed at the end of the Company's accounting year or on the anniversary date of the account.

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.7.3 Interest on Deposits

Interest shall be paid on deposits at a rate prescribed and specified by the Commission and shall be payable from the date of deposit to the date of refund or disconnection.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned to the Customer as soon as practicable.

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2.8 Customer Complaints and Billing Disputes

2.8.1 Any unresolved disputes may be directed in writing to the Iowa Utilities Board, 350 Maple Street, Des Moines, Iowa 50319. Customers may also reach the Board via telephone or by electronic mail at:

(515) 281-3839  
1-(877) 565-4450 (Toll Free)

Email: [iubcustomer@iub.state.ia.us](mailto:iubcustomer@iub.state.ia.us)

Upon notification by the Board of the receipt of a complaint, the Company shall review and respond within twenty (20) days to the Board, the Complainant and Consumer Advocate.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.9. Allowances for Interruptions in Service

2.9.1 General

- A. The Company shall make all reasonable efforts to prevent interruptions of service. If a customer's service must be interrupted due to maintenance, the Company shall notify the affected customer, in advance, if possible. When interruptions are reported or found by the Company to occur, the Company shall reestablish service with the shortest possible delay. All reasonable efforts shall be measured by the following:
1. Eighty-five percent (85%) of all out-of-service trouble reports cleared within 24 hours.
  2. Ninety-five (95%) percent of all out-of-service trouble reports cleared within 48 hours.
  3. One hundred percent (100%) of all out-of-service trouble reports cleared within 72 hours.
- B. A service is interrupted when it becomes unusable 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.
- C. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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2.9. Allowances for Interruptions in Service (Cont'd)

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2.9.1 General (Cont'd)

- D. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, 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.

2.9.2 Limitations on Allowances

No credit allowance will be made for any interruption of 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 or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the 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. during any period in which the Customer continues to use the service on an impaired basis;

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.9. Allowances for Interruptions in Service (Cont'd)

2.9.2 Limitations on Allowances (Cont'd)

- 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.

2.9.3 Application of Credits for Interruptions of Service

- A. Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

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2.10 Taxes and Fees

2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

A return check charge will be assessed for checks returned for insufficient funds. Rates are available on the Company's website or by calling the Company.

2.12 Restoration of Service

A reconnection fee per occurrence is charged when service is re-established for customers who had been disconnected for non-payment. Rates are available on the Company's website or by calling the Company.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.13 Special Customer Arrangements

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In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, assembly, purchase or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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2.14 Disconnection and Termination of Service

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(SPU-2014-0005)

2.14.1 Disconnection of Service Without Notice

The Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud the Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, using the services for unlawful purposes, or using services without intent to pay, hazardous conditions, user of service that affects service to other customers.

The Company will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If the Company is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. The Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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2.14 Disconnection and Termination of Service (Cont'd)

TF-2014-0040  
(SPU-2014-0005)

2.14.2 Disconnection of Service Requiring Notice

2.14.2.1 Notices of disconnection shall contain a toll free number by which customers may contact the Company. The Company may disconnect regulated service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) days in which to remove the cause for disconnection.

2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Board.

2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service subject to regulation by the Board.

2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.14.2.1.D Failure to meet the Company's deposit and credit requirements, upon giving twelve (12) days notice.

2.14.2.1.E For non-payment of a bill for regulated service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least five (5) days notice.

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2.14 Disconnection and Termination of Service (Cont'd)

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2.14.2. Disconnection of Service Requiring Notice

- 2.14.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 2.14.2.1.H Tampering of equipment furnished and owned by the Company.

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2.15 Unlawful Use of Service

2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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2.16 Interference with or Impairment of Service

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Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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2.17 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.18 Overcharge/UnderCharge

2.18.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer, if the overcharge is discovered to have occurred within the previous five (5) years. Refunds to current customers shall be credited to bills, unless the refund exceeds \$50 and the customer requests a refund by check. Refunds to former customers shall be made by check. Refunds for local exchange service shall not be applied to unpaid amounts for unregulated services.

2.18.2 The Company may back bill a customer for undercharges, if the undercharge is discovered to have occurred within the previous five (5) years.

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2.19 Notices

Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

2.20 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

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2.21 Emergency Calling

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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**SECTION 3. DESCRIPTION OF SERVICES**

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3.1 Local Exchange Service

Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Service is classified as business service and business rates apply when any of the following conditions exist:

When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.

Service for social clubs will be considered business service.

When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

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3.1 Local Exchange Service (Cont'd)

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3.1.1 Local Calling Exchanges

The Company offers local service in the exchanges and extended service areas listed below and in which the Company has available required network facilities. Some features may not be available in all areas, or may slightly vary between service areas contingent on network availability or configuration.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

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3.1 Local Exchange Service (Cont'd)

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3.1.1 Local Calling Exchanges (Cont'd)

<u>EXCHANGE</u>	<u>INCLUDED IN EXTENDED SERVICE AREA</u>
Ackley	Geneva
Adel	Dallas Center, Des Moines, De Soto, Redfield, Van Meter, Waukee
Algona	LuVerne, Wesley, Whittemore
Alta	
Altoona	Ankeny, Des Moines, Elkhart, Prairie City, Runnells
Ames	Nevada
Anamosa	Cedar Rapids, Martelle, Monticello
Ankeny	Altoona, Des Moines, Elkhart, Polk City
Anthon	Oto
Arnolds Park	Milford, Spirit Lake
Atlantic	Marne, Wiota
Blairsburg	Webster City, Williams
Boone	

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3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Exchanges (Cont'd)

<u>EXCHANGE</u>	<u>INCLUDED IN EXTENDED SERVICE AREA</u>
Bradgate	Gilmore City, Humboldt, Livermore
Britt	Crystal Lake, Garner, Wesley, Woden
Burlington	
Calmar	Fort Atkinson, Ossian
Canton (East)	Canton-Fairview, SD, Worthing, SD
Carlisle	Des Moines, Indianola
Carroll	Halbur, Lidderdale
Carter Lake	
Cedar Falls	Denver, Dike, Hudson, Janesville, New Hartford, Parkersburg, Waterloo, Waverly
Cedar Rapids	Alburnett, Anamosa, Atkins, Center Point, Central City, Coggon, Ely, Fairfax, Lisbon, Martelle, Mount Vernon, Newhall, North Liberty, Norway, Palo, Prairieburg, Shellsburg, Springville, Swisher, Troy Mills, Urbana, Van Horne, Vinton, Walker
Center Point	Cedar Rapids, Urbana

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3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Exchanges (Cont'd)

<u>EXCHANGE</u>	<u>INCLUDED IN EXTENDED SERVICE AREA</u>
Charles City	Nashua
Cherokee	Cleghorn, Larrabee, Meriden
Clarion	Dows, Eagle Grove, Goldfield, Woolstock
Clinton	Low Moor
Coggon	Cedar Rapids, Central City, Prairieburg, Ryan, Troy Mills
Colfax	Des Moines, Newton, Prairie City
Correctionville	
Council Bluffs	
Crescent	Bennington, NE, Council Bluffs, Elkhorn, NE, Gretna, NE, Mineola, Omaha, NE, Springfield, NE, Underwood, Valley, NE, Waterloo, NE
Dallas Center	Adel, Des Moines, Granger, Grimes
Danbury	Mapleton
Davenport	Dixon, Donahue, East Moline, IL, Eldridge, LeClaire-Princeton, McCausland, Moline, IL, Rock Island, IL, Walcott

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

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3.1 Local Exchange Service (Cont'd)

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3.1.1 Local Calling Exchanges (Cont'd)

<u>EXCHANGE</u>	<u>INCLUDED IN EXTENDED SERVICE AREA</u>
Dawson	Des Moines, Perry
Decorah	Durr Oak, Highlandville
Denver	Cedar Falls, Waterloo, Waverly
Des Moines	Adel, Altoona, Ankeny, Bouton, Carlisle, Colfax, Dallas Center, Dawson, De Soto, Dexter, Earlham, Elkhart, Granger, Grimes, Indianola, Martensdale, Milo, Norwalk, Perry, Pleasantville, Polk City, Prairie City, Redfield, Runnells, Stuart, Van Meter, Waukee, Winterset, Woodward
Dike	Cedar Falls, New Hartford, Parkersburg, Waterloo
Dubuque	Dickeyville, WI, Ease Dubuque, IL, Epworth, Farley, Hold Cross, LaMotte
Eagle Grove	Clarion, Goldfield, Thor, Vincent, Woolstock
Earlham	De Soto, Des Moines, Dexter, Winterset
Estherville	
Fort Madison	Denmark, Montrose, West Point

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3.1 Local Exchange Service (Cont'd)

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3.1.1 Local Calling Exchanges (Cont'd)

<u>EXCHANGE</u>	<u>INCLUDED IN EXTENDED SERVICE AREA</u>
Garner	Britt, Klemme, Miller
Geneva	Ackley, Hampton
Gilmore City	Bradgate, Humboldt, Livermore
Glenwood	Bennington, NE, Council Bluffs, Elkhorn, NE, Gretna, NE, Malvern, Mineola, Omaha, NE, Pacific Junction, Silver City, Springfield, NE, Valley, NE, Waterloo, NE
Granger	Dallas Center, Des Moines, Grimes, Woodward
Grimes	Dallas Center, Des Moines, Granger, Polk City, Waukee
Hamburg	Riverton
Hampton	Geneva
Harrisburg (East)	Harrisburg-Tea, SD, Lennox, SD, Sioux Falls, SD
Hudson	Cedar Falls, Waterloo

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3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Exchanges (Cont'd)

<u>EXCHANGE</u>	<u>INCLUDED IN EXTENDED SERVICE AREA</u>
Humboldt	Bradgate, Gilmore City, Livermore, LuVerne, Renwick, Thor
Independence	Rowley
Indianola	Carlisle, Des Moines, Liberty Center, Martensdale, Milo, Norwalk
Iowa City	Hills, Lone Tree, North Liberty, Oxford, Riverside, Sharon Center, Solon, Tiffin, West Branch, West Liberty
Iowa Falls	Alden, Buckeye
Jewell	Ellsworth
Keokuk	
Lake Park	Spirit Lake
Lansing	Waukon
Laurens	
Livermore	Bradgate, Gilmore City, Humboldt, LuVerne
LuVerne	Algona, Humboldt, Livermore

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3.1 Local Exchange Service (Cont'd)

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3.1.1 Local Calling Exchanges (Cont'd)

<u>EXCHANGE</u>	<u>INCLUDED IN EXTENDED SERVICE AREA</u>
Malvern	Glenwood, Silver City
Manly	Grafton, Hanlontown, Kensett, Mason City, Plymouth
Mapleton	
Maquoketa	
Mashalltown	Albion, Conrad Ferguson, Green Mountain, Haverhill, LeGrand, Liscomb, Melbourne, Rhodes, State Center
Mason City	Manly, Plymouth
Merrill	Sioux City
Milford	Arnolds Park, Spirit Lake
Mineola	Bennington, NE, Council Bluffs, Crescent, Elkhorn, NE, Glenwood, Gretna, NE, Omaha, NE, Silver City, Springfield, NE, Underwood, Valley, NE, Waterloo, NE
Missouri Valley	Bennington, NE, Council Bluffs, Elkhorn, NE, Gretna, NE, Omaha, NE, Springfield, NE, Valley, NE, Waterloo, NE

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3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Exchanges (Cont'd)

<u>EXCHANGE</u>	<u>INCLUDED IN EXTENDED SERVICE AREA</u>
Monticello	Anamosa
Mount Vernon	Cedar Rapids, Lisbon
Muscatine	Eliza, IL, Illinois City, IL
Nashua	Charles City
Neola	Bennington, NE, Council Bluffs, Elkhorn, NE, Gretna, NE, Minden, Omaha, NE, Springfield, NE, Valley, NE, Waterloo, NE
New Hartford	Cedar Falls, Dike, Parkersburg, Waterloo
Northwood	Kensett
Norwalk	Des Moines, Indianola
Oelwein	Aurora, Hazleton
Onawa	
Osage	
Oskaloosa	Eddyville, Fremont, Leighton, rose Hill
Ottumwa	Agency, Bladensburg, Blakesburg, Chillicothe, Eddyville, Eldon, Farson, Fremont, Hedrick

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3.1 Local Exchange Service (Cont'd)

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3.1.1 Local Calling Exchanges (Cont'd)

<u>EXCHANGE</u>	<u>INCLUDED IN EXTENDED SERVICE AREA</u>
Parkersburg	Cedar Falls, Dike, New Hartford, Waterloo
Perry	Bouton, Dawson, Des Moines, Minburn, Rippey
Pocahontas	Fonda, Havelock, Laurens, Plover
Polk City	Ankeny, Des Moines, Grimes, Slater
Prairie City	Altoona, Colfax, Des Moines, Runnells
Red Oak	
Renwick	Humboldt
Rose Hill	Oskaloosa
Runnells	Altoona, Des Moines, Prairie City
Sheldon	Archer, Boyden, Matlock
Shenandoah	Coin, Essex, Farragut, Imogene, Northboro
Silver City	Bennington, NE, Council Bluffs, Elkhorn, NE, Glenwood, Gretna, NE, Malvern, Mineola, Omaha, NE, Pacific Junction, Springfield, NE, Valley, NE, Waterloo, NE

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3.1 Local Exchange Service (Cont'd)

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3.1.1 Local Calling Exchanges (Cont'd)

<u>EXCHANGE</u>	<u>INCLUDED IN EXTENDED SERVICE AREA</u>
Sioux City	Dakota City, NE, Hinton, Merrill, Sergeant Bluff, South Sioux City, NE
Sioux Rapids	Linn Grove, Rembrandt
Spencer	
Spirit Lake	Arnolds Park, Lake Park, Milford
Storm Lake	
Stuart	Des Moines, Dexter, Menlo
Underwood	Bennington, NE, Council Bluffs, Crescent, Elkhorn, NE, Gretna, NA, Mineola, Omaha, NE, Springfield, nE, Walley, NE, Waterloo, NE
Van Meter	Adel, Des Moines, De Soto, Winterset
Vinton	Cedar Rapids, Shellsburg, Urbana
Walcott	Davenport, Durant
Waterloo	Cedar Falls, Denver, dike, Hudson, Janesville, La Porte City, New Hartford, Parkersburg, Waverly
Waukee	Adel, Des Moines, Grimes

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3.1 Local Exchange Service (Cont'd)

3.1.1 Local Calling Exchanges (Cont'd)

<u>EXCHANGE</u>	<u>INCLUDED IN EXTENDED SERVICE AREA</u>
Waukon	Lansing, Waterville
Waverly	Cedar Falls, Denver, Janesville, Shell Rock, Waterloo
Webster City	Blairsburg, Duncombe, Kamrar, Woolstock
Wesley	Algona, Britt Titonka, Woden
West Union	
Whiting	
Whittenmore	Algona
Williams	Blairsburg
Winterset	De Soto, Des Moines, Earlham, Lorimor, Macksburg, Peru, Van Meter

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

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3.2 Custom Calling Services

Custom Calling Service is an optional service arrangement of central office services furnished to business customers. Custom Calling Features are offered subject to availability and suitably equipped central office facilities.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**

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3.3 Promotional Offerings

The Company may, from time to time, engage in special Promotional Offerings limited to certain dates, times, or locations designed to attract new customers or to increase customers awareness of a particular tariff offering. These promotions will be approved by the Board with specific starting and ending dates, and be made part of this tariff. Promotional offerings will have a duration and effectiveness of no longer than ninety (90) days. Promotional offerings will begin one at least one day notice to the Board.

3.4 Individual Case Basis ("ICB") Offerings

Arrangements may be developed on a case-by-case basis for tariffed service or services to a specific customer at rates, terms or conditions provided through an agreement instead of pursuant to tariff. The Company may or may not have an equivalent service in its the tariff on file with the Board, and the quoted ICB rates may be different than the tariffed rates.

The Company will maintain records of its ICB contracts for Board review as conditions or circumstances may require.

3.7 Directory Listings/Distribution

The Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area. The Company will ensure that directory distribution is furnished to the Customer.

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**SECTION 4. RATES AND CHARGES**

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4.1 [RESERVED FOR FUTURE USE]

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**SECTION 4. RATES AND CHARGES (Cont'd)**

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4.2 Local Exchange Service

4.2.1 Business Service

(A) Service Charges<sup>1</sup>

Non-Recurring  
Charge

Service Order Charge  
Per Line or Trunk

Moves, Changes  
To change class, type or grade of  
service(per line or trunk)`

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<sup>1</sup> Rates are available on the Company's website or by calling the Company.

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**SECTION 4. RATES AND CHARGES (Cont'd)**

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4.2 Local Exchange Service (Cont'd)

4.2.1 Business Service (Cont'd)

(B) Monthly Recurring Charges<sup>2</sup>

**Monthly Rate**

- (1) Flat Rate Service  
Each Individual Line
  
- (2) Measured Rate Service  
Each Individual Line  
Per Minute

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<sup>2</sup> Rates are available on the Company's website or by calling the Company

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**SECTION 4. RATES AND CHARGES (Cont'd)**

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4.3 Custom Calling Services<sup>3</sup>

Monthly Recurring Charge  
Per Line

Call Waiting  
Call Forwarding  
Three Way Calling

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<sup>3</sup> Rates are available on the Company's website or by calling the Company

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