

This North Dakota Price List No. 4, issued by Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications, cancels and replaces in its entirety North Dakota Price List No. 1, issued by Matrix Telecom, Inc. d/b/a Matrix Business Technologies.

MATRIX TELECOM, INC. D/B/A MATRIX BUSINESS TECHNOLOGIES  
ALSO D/B/A TRINSIC COMMUNICATIONS  
7171 Forest Lane, Suite 700  
Dallas, Texas 75230

**Local Services Price List**

**Regulations and Schedule of Local Exchange Service Rates  
Within the State of North Dakota**

This Price List includes the rates, charges, terms and conditions of service for the provision of local exchange services by Matrix Telecom, Inc. d/b/a Matrix Business Technologies ("Matrix") between locations within the State of North Dakota. This Price List is available for public inspection during normal business hours at the principal offices of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, located at 7171 Forest Lane, Suite 700, Dallas, Texas 75230.

**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*	61	Original	*
1	Original	*	32	Original	*	62	Original	*
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17	Original	*	48	Original	*	78	Original	*
18	Original	*	49	Original	*	79	Original	*
19	Original	*	50	Original	*	80	Original	*
20	Original	*	51	Original	*	81	Original	*
21	Original	*	52	Original	*	82	Original	*
22	Original	*	53	Original	*	83	Original	*
23	Original	*	54	Original	*	84	Original	*
24	Original	*	55	Original	*	85	Original	*
25	Original	*	56	Original	*	86	Original	*
26	Original	*	57	Original	*	87	Original	*
27	Original	*	58	Original	*	88	Original	*
28	Original	*	59	Original	*	89	Original	*
29	Original	*	60	Original	*	90	Original	*
30	Original	*						

\* - indicates those pages included with this filing

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**CHECK SHEET, (CONT'D.)**

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97	Original	*	127	Original	*	157	Original	*
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99	Original	*	129	Original	*	159	Original	*
100	Original	*	130	Original	*	160	Original	*
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107	Original	*	137	Original	*	167	Original	*
108	Original	*	138	Original	*	168	Original	*
109	Original	*	139	Original	*	169	Original	*
110	Original	*	140	Original	*	170	Original	*
111	Original	*	141	Original	*	171	Original	*
112	Original	*	142	Original	*	172	Original	*
113	Original	*	143	Original	*	173	Original	*
114	Original	*	144	Original	*	175	Original	*
115	Original	*	145	Original	*	175	Original	*
116	Original	*	146	Original	*	176	Original	*
117	Original	*	147	Original	*	177	Original	*
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### **APPLICATION OF PRICE LIST**

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange service by Matrix Telecom, Inc. d/b/a Matrix Business Technologies also d/b/a Trinsic Communications ("the Company") in the serving areas defined herein.

The provision of local exchange services is subject to existing regulations and terms and conditions specified in this Price List and maybe revised, added to or supplemented by superseding issues.

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Issued: January 1, 2008  
Issued by:

Scott Klopach  
Vice President and General Counsel  
7171 Forest Lane, Suite 700  
Dallas, Texas 75230

Effective: January 1, 2008

### **EXPLANATION OF SYMBOLS**

The following symbols shall be used in this Price List for the purposes indicated below:

- C** - To indicate changed regulation.
- D** - To indicate discontinued rate or regulation.
- I** - To indicate increased rate.
- M** - To indicate a move in the location of text.
- N** - To indicate new rate or regulation,
- R** - To indicate reduced rate.
- T** - To indicate a change in text but no change in rate or regulation

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**PRICE LIST FORMAT**

- A. Page Numbering: Each page is numbered at the upper right corner of the page. Pages are numbered sequentially. New pages are occasionally added to the Price List between pages already in effect. In this case the new page number appears with a decimal added.
- B. Page Revision Numbers: Revision numbers also appear in the upper right corner of each page where applicable. These numbers are used to indicate the most current page version on file with the Commission. Consult the Check Sheet for the pages currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(I)
- D. Check Sheets: When a Price List filing is made with the Commission, an updated Check Sheet will accompany the Price List filing. The Check Sheet lists the pages contained in the Price List, with a cross-reference to the current Revision Number. When new pages are added, the Check Sheet is changed to reflect that revision. All revisions made in a given filing are designated by an asterisk (\*). The Price List user should refer to the latest Check Sheet to find out if a particular page is the most current on Commission file.

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## SECTION 1 - EXPLANATION OF TERMS

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

**Agency:** For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

**Authorized User:** A person, corporation or other entity that is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

**Attendant:** An operator of a PBX console or telephone switchboard.

**Building:** A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

**Call Initiation:** The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

**Call Termination:** The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

**Central Office:** An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

**Customer:** A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

**Emergency:** A situation that appears to present immediate danger to person or property.

**Emergency Service (Enhanced 911):** Allows the customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

**E911 Service Area:** The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

**E911 Customer:** A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

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**SECTION 1 - EXPLANATION OF TERMS, (CONT'D.)**

**Error:** A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

**Exchange:** An area, consisting of one or more central office districts, within which a call between any two points is a local call.

**Exchange Access Line:** A central office line furnished for direct or indirect access to the exchange system.

**Final Account:** A customer's outstanding charges still owed to the Company.

**Investigative or Law Enforcement Officer:** An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

**Last Number Redial:** Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

**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. Price List F.C.C. No.4.

**Local Call:** A call which is not rated as a long distance call.

**Local Calling Area:** The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

**Local Exchange Carrier:** A company that furnishes exchange telephone service.

**Local Service:** Telephone exchange service within a local calling area.

**Move:** The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

**PBX:** A private branch exchange.

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**SECTION 1 - EXPLANATION OF TERMS, (CONT'D.)**

**Presubscription:** An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

**Private Branch Exchange Service:** Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

**Rate Center:** Company-designated service locations from which service is rendered or rated

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

**Service Commencement 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 Price List, in which case the Service Commencement 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 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 Price List, but the duration of the service is calculated from the Service Commencement Date.

**Serving Central Office:** The central office from which local service is furnished

**Speed Calling:** Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

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**SECTION 1 - EXPLANATION OF TERMS, (CONT'D.)**

Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

Telephone Call: A voice connection between two or more telephone stations through the public switched exchange system.

Termination of Service: Discontinuance of both incoming and outgoing service.

Toll Blocking: Allows end users to block direct-dialed long distance calls from their telephones.

Toll Call: Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

UNE Zone: Geographic area established by the Commission pursuant to Section 51.507 (t) of the Code of Federal Regulations.

User: A customer or any other person authorized by a Customer to use service provided under this Price List.

## **SECTION 2 - REGULATIONS**

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

- 2.1.1** The Company undertakes to provide the services in this Price List on the terms and conditions and at the rates and charges set forth herein.
- 2.1.2** The Company is responsible under this Price List only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity. Customers may use services and facilities provided under this Price List to obtain access to services offered by other service providers.
- 2.1.3** The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- 2.1.4** The Company will comply with any applicable quality of service requirements according to North Dakota laws and rules.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.2 Terms and Conditions**

- 2.2.1** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged. The duration of the services and the terms and conditions in this Price List. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.2** Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current Price Listed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.2.3** This Price List shall be interpreted and governed by the laws of the State of North Dakota without regard for the State's choice of laws provisions.
- 2.2.4** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.2.5** 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.
- 2.2.6** In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.
- 2.2.7** Customer shall not connect any equipment to the Company's network, except with at least ten (10) days prior written notice to the Company

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.3 Notification of Service Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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-affecting activities. The Company will work cooperatively with the Customer to determine 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.

**2.4 Provision of Equipment and Facilities**

**2.4.1** The Company will make reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Price List. The Company does not guarantee availability by any such date and any liability of the Company will be limited by Section 2.5 of this Price List.

**2.4.2** The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.

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

**2.4.4** Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.4 Provision of Equipment and Facilities, (Cont'd.)**

**2.4.5** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of services offered under this Price List and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- B. the reception of signals by Customer provided equipment; or
- C. network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Liability of the Company**

- 2.5.1** The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.5.2** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Price List. The Company's liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Price List, and subject to the provisions of Section 2.7.2, the Company's liability, if any, shall be limited as provided herein.
- 2.5.3** The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this Price List, involving:
- A.** claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
  - B.** claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  - C.** claims for loss of profit; or
  - D.** all other claims arising out of any act or omission of others in the course of using services provided pursuant to this Price List.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Liability of the Company, (Cont'd.)**

**2.5.4** The Company's failure to provide or maintain services under this Price List shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.

**2.5.5** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

**2.5.6 With Respect to Emergency Number 911 Service**

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury 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: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Liability of the Company, (Cont'd.)**

**2.5.7 With Respect to Directory Listings**

- A. In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- B. An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
  - 1. Free Listings: For free or non-charged published directory listings credit shall be given at the rate of one times the monthly Price List rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
  - 2. Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly Price List rate for each such listing for the life of the directory or the charge period during which the error, mistake or omissions occurs.
  - 3. Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Liability of the Company, (Cont'd.)**

**2.5.7 With Respect to Directory Listings, (Cont'd.)**

- D.** Credit limitation: The total amount of the credit provided for the preceding paragraphs (i) and (ii) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
- E.** Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.
- F.** Notice: Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

**2.5.8 With Respect to Caller ill Blocking**

The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ill Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Directory Listings**

- 2.6.1** The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 2.5.7 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow page directories.
- 2.6.2** When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Price List, Customer acknowledges and agrees with the release of information as described above.
- 2.6.3** In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
- 2.6.4** The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.7 Interruptions in Service**

An interruption is deemed to have occurred when the phone lines of the underlying carrier are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

**2.7.1 Temporary Suspension for Repairs**

The Company's underlying provider shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

**2.7.2 Credit Allowance for Interruptions**

- A.** Interruptions of more than 24 hour periods which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours.
- B.** For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified thereunder for local line or local trunk service and is dependent upon the length of interruption. Only those facilities on the interrupted portion of circuit will receive a credit.

**2.7.3 Limitations on Credit Allowances**

No credit allowances will be made for:

- A.** interruptions due to the negligence of, or non-compliance with the provisions of this Price List by the Customer;
- B.** interruptions which are restored on or before the day after the interruption is reported or discovered by the Company.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.8 Obligations of the Customer**

**2.8.1 Customer Responsibility**

The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this Price List;
- B.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

**2.8.2 Claims**

- A.** With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
  - 1.** Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
  - 2.** Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.8 Obligations of the Customer, (Cont'd.)**

**2.8.3 Station Equipment**

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 2.7.2 is not applicable.

**2.8.4 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service and the channels, facilities, or the equipment of others may be provided at the Customer's expense. Customers shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B.** Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communication carriers which are applicable to such connections.
- C.** Services furnished under this Price List may be connected to Customer provided terminal equipment in accordance with the provisions of this Price List.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.8 Obligations of the Customer, (Cont'd.)**

**2.8.5 Inspections**

- A. 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 Price List for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities. No credit will allowed for any interruptions occurring during such inspections.
  
- B. If the protective requirements for the 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.9 Payment Arrangements**

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the customer.

**2.9.1 Taxes and Surcharges**

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of local exchange service, all of which shall be separately designated on the Company's invoices. Any taxes or surcharges imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

**2.9.2 Bills and Collection of Charges**

- A.** Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B.** All service, Installation, monthly recurring charges and non-recurring charges are due and payable upon receipt.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.9 Payment Arrangements, (Cont'd.)**

**2.9.2 Bills and Collection of Charges, (Cont'd.)**

- C. For new customers or existing customers whose service is disconnected, 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 30 days.
- D. Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5%, or lower if required by law, per month shall apply to amounts shown on a monthly bill which remain after the due date. The late payment charge does not apply to any taxes the Company is required by law to levy on a customer. In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for payment of all such fees and expenses reasonably incurred.
- E. A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts.
- F. If Customer chooses to place calls or receive calls via a non-Matrix Telecom affiliated carrier, the Company will not be liable for any charges related to such calls.

**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.9 Bills and Collection of Charges, (Cont'd.)**

**2.9.3 Disputed Bills**

- A.** The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- B.** The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C.** The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.
- D.** If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

North Dakota Public Service Commission  
State Capitol  
600 E. Boulevard, Dept. 408  
Bismarck, North Dakota 58505-0480  
701.328.2400 [phone]  
800.366.6888 [TTY]  
701.328.2410 [fax]

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.10 Discontinuance of Service**

The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to discontinuance of service.

Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price List.

**2.10.1 Discontinuance of Service by the Company**

- A.** The Company may discontinue or suspend service to Customer without prior written notice without incurring liability for the following reasons:
  - 1.** The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel; or
  - 2.** The Company has evidence of tampering or evidence of fraud.
- B.** The Company may discontinue or suspend service to Customer upon no less than 5 days written notice without incurring liability for the following reasons:
  - 1.** Customer violation of any of the provisions of this Price List, and/or violation of the Commission's rules and regulations;
  - 2.** Failure to pay a bill for service;
  - 3.** Failure to meet or maintain the Company's credit and deposit requirements;
  - 4.** Failure of the Customer to provide the Company reasonable access to its equipment and property;
  - 5.** Customer breach of contract for service between the Company and the customer;
  - 6.** When necessary for the utility to comply with an order of any governmental agency having such jurisdiction;
  - 7.** Unauthorized resale of service.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.10 Discontinuance of Service, (Cont'd.)**

**2.10.2 Discontinuance of Service by Customer**

- A. If Customer cancels a service order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.7), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Price List, all costs, fees, and expenses incurred in connection with:
1. all non-recurring charges reasonably expended by Company to establish service to Customer, plus
  2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
  3. recurring charges specified in the applicable service order Price List for the balance of the then current term.

**2.10.3 Cancellation of Application for Service**

- A. Where, prior to cancellation by 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 levy against the Company that would have been chargeable to the Customer had service begun.
- B. Applications for service may be cancelled prior to the start of service or prior to any special construction. No charges will be imposed except for those specified above.
- C. The special charges described above will be calculated and applied on a case-by-case basis.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.11 Restoration of Service**

When Customer's service has been disconnected in accordance with this Price List and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

**2.12 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

**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 Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.

**2.13.3** All notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit 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 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.

**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.14 Promotional Offers**

The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made.

**2.15 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this Price List. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis.

**2.16 Customer Service**

Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

**2.17 Prorating**

All services have a minimum period of one month and are billed one-month in advance. Monthly Recurring Charges are payable in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

Services that are ordered prior to the beginning of a billing period will be prorated from the order date to the Customer's applicable billing period.

### SECTION 3 - SERVICE DESCRIPTIONS

#### 3.1 Local Service

##### 3.1.1 General

- A. Matrix's service enables the Customer to:
  - 1. receive calls from other stations on the public switched telephone network;
  - 2. place calls to other stations on the public switched telephone network;
  - 3. access the Company for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
  - 4. access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
- B. The local calling area will be the same as that used by the incumbent local exchange company, a description of which can be found in the telephone directory published by the incumbent local exchange company.
- C. Service will be offered in the service areas in which the Company has been certified by the North Dakota Public Service Commission.

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.2 Features**

**3.2.1 General**

The following features will be available on all lines. Not all features are compatible with certain key sets and PBX systems.

**A. Call Forward**

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user is charged any applicable usage charges for the re-routed call. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

**B. Call Forward Busy Line**

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

**C. Call Forward Don't Answer**

This optional feature allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

**D. Call Return**

Allows a customer to automatically redial the telephone number of the last incoming call to that line, regardless of whether the call was answered, unanswered, or busy. After the recall is activated, and unless the number is blocked as described below, an announcement of the number is provided to the customer, who then has the choice of either continuing the recall by entering a code, or terminating the recall by hanging up. If the redialed number is busy, a distinctive ring alerts the customer when the number becomes available. If the telephone number of the last incoming call has been blocked through the use of a service such as Caller ID Blocking, the number cannot be redialed.

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.2 Features, (Cont'd.)**

**3.2.1 General, (Cont'd.)**

**E. Call Trace**

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

**F. Call Transfer**

Allows Customer to transfer an incoming call to a third party or to add a third party to an existing call, forming a three-party connection. The original party can then leave the call without disconnecting the other parties. Calls can be transferred to any number in the North American Dialing Plan (I-NP A-NXX-XXXX type numbers).

**G. Call Waiting**

Provides a tone to notify customer on an existing call that a second call is waiting.

**H. Caller ID**

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment.

**I. Continuous Redial**

Allows a customer to automatically redial the last telephone number dialed. If the called number is busy, the number is redialed for a limited period of time.

**J. Direct Connect Line**

Allows a customer to automatically dial a pre-designated number whenever the originating telephone goes off-hook. This feature is assigned to a phone which is used only for this purpose.

**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.2 Features, (Cont'd.)**

**3.2.1 General, (Cont'd.)**

**K. Hunting**

This optional feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several sub tending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer

**L. Remote Call Forward**

Allows the Customer to automatically forward calls from one telephone number to another. The Customer is charged any applicable usage charges on the forwarded call.

**M. Third Number/Collect Blocking**

Allows a Customer to block calls from being billed to individual stations, either on a third-number basis, or on a collect basis.

**N. Three Way Calling**

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

**O. Toll Blocking**

Allows the user to restrict long distance outgoing calls on each line equipped.

**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.2 Features, (Cont'd.)**

**3.2.2 Terms and Conditions**

- A.** Per call blocking and unblocking shall be offered at no charge. Per line blocking shall be offered at no charge for the first request of each Customer. Domestic violence programs and law enforcement agencies shall always be offered per line blocking at no charge.
- B.** The results of a call trace will be furnished only to law enforcement agencies or authorities upon proper request by them.
- C.** Disclosure of telephone number may occur when caller subscribes to Caller Identification or Automatic Call Back. Call blocking, on either a per call or per line basis, prevents the delivery of this information.

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.3 Directory Listings**

**3.3.1 Description**

Directory listings will be provided in accordance with Section 2.6 of this Price List. The following types of listings are available:

- A.** Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- B.** Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- C.** Non-Published Listings. Non-published listings are not printed in directories nor are they available from directory assistance. Non-published listings are subject to the provisions set forth in Sections 2.2 and 2.6;
- D.** Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance;
- E.** Foreign Listings. A foreign listing is one which is published in a directory not in the Customer's immediate calling area.
- F.** Extra Line Listings. Provides additional information after a main or additional listing.
- G.** Cross Reference Listing. This provides a reference to another listing in the same directory.

**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.4 Directory Assistance**

**3.4.1 Description**

The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A maximum of two number requests per call will be allowed.

**3.4.2 Directory Assistance Credits**

- A.** Credit will be given for calls to Directory Assistance as follows:
- 1.** The Customer experiences poor transmission or is cut-off during the call;  
or
  - 2.** The Customer is given the incorrect telephone number.
- B.** To obtain credit, the Customer must contact their Customer Service representative.

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.5 Operator Services**

**3.5.1 General**

The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city codes, area code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:

- A.** Third Party Billing. Provides the Customer with the ability 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.
- B.** Collect Calls. Provides the Customer with the capability to charge a call 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.
- C.** Person to Person. Calls 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.
- D.** Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- E.** Busy Line Verification. Provides the customer with the verification that a line is busy and not otherwise disrupted.
- F.** Busy Line Interrupt. Provides the customer with the option of interrupting a line that has been verified to be busy.

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.6 Presubscription**

A Customer may presubscribe to the intraLATA and/or interLATA carrier of their choice for long distance calling.

**3.7 Service Restoration Charge**

When service has been discontinued in accordance with the provisions of this Price List, and Customer wishes to restore service, a Service Restoration Charge will apply.

**3.8 Vanity Number**

When a customer requests a specific number (e.g. 555- TOYS), and the number is available, a charge will apply when the Company provides the service of retrieving and providing said number.

**3.9 Private Branch Exchange (PBX) Service**

**3.9.1 Description**

The Company's PBX Service uses PBX Trunks to connect to a customer PBX system or other similar equipment. This service provides customers with unrestricted local calling and carrier access. The Company treats these trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks.

**3.9.2 Rearrangement of PBX Service**

A non-recurring per account charge will apply to effect changes to a PBX trunking arrangement. Such changes may include, but are not limited to, trunk hunting sequence, a change in signaling arrangement, etc. These Rates can be found in Section 4, herein.

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.10 Direct Inward Dial (DID) Service<sup>1</sup>**

**3.10.1** DID Service is an optional feature which can be purchased in conjunction with Company-provided PBX trunks. DID Service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID central Office termination and DID number blocks apply in addition to charges specified for PBX Trunks. One additional termination charge applies for each DID equipped PBX Trunk. Telephone numbers are furnished in blocks of 20. Blocks of number groups will be determined at the sole discretion of the Company's resources. Whenever possible, the Company will attempt to provide telephone numbers arranged consecutively in a group, but will not guarantee nor accept responsibility for provision of such an arrangement within or between a block of numbers. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

**3.11 Moves, Adds and Changes**

**3.11.1** Non-recurring Installation Charges as described in Sections 5 & 6 of this Price List will be applied per line when a Customer moves to a new address within the same local exchange.

**3.11.2** Non-recurring charges as described in Sections 5 & 6 of this Price List will be applied per line when a Customer requests any changes or additions to an existing account.

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<sup>1</sup> Where all numbers in a group have not been connected for service, the Customer is responsible for providing interception of calls to vacant or non-working assigned station lines or telephone numbers by means of attendant intercept or recorded announcement service. The Company will not terminate these numbers to an intercept message on the Customer's behalf.

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.12 Measurement of Service**

**3.12.1** When charges for calls are mileage sensitive, airline mileage is computed as described below. Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Price List FCC No. 4 in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.

Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number, if any fraction results.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number, if any fraction is obtained. This is the airline mileage of the call.

Formula:

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

## **SECTION 4 - SERVICE AREAS**

### **4.1 Exchange Service Areas**

Local Exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC's:

- 1) Qwest Corporation

Local Calling Areas and exchanges are equivalent to those specified by Quest Corporation in its Exchange and Network Services Price List, Section 5.

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**SECTION 4 - SERVICE AREAS, (CONT'D.)**

EXCHANGE	UNE ZONES	ADDITIONAL EXCHANGES INCLUDED WITH EAS
Belfield	3	Dickinson, South Heart
Bismark	1	McKenzie, New Salem, Sterling, Wilton
Casselton	2	Buffalo, Fargo-Moorhead, Kindred, Leonard
Dickinson	1	Belfield, Killdeer, Manning, New England, Richardton, South Heart
Emerado	3	Bygland MN, East Grand Forks, Manvel
Fargo	1	Casselton, Felton MN, Gardner, Glyndon MN, Hawley MN, Kindred, Leonard, Perely MN, Walcot, Wolverton MN
Gardner	3	Arther, Fargo-Moorhead, Hunter
Grafton	2	Hoople, Minto, Park River, St. Thomas
Grand Forks	1	Bygland MN, Emerado, Fisher MN, Manvel, Reynolds, Thompson
Hatton	3	Mayville, Northwood
Hilsboro	3	Not Applicable
Jamestown	1	Courtenay, Windsor, Ypsilanti
Kindred	3	Casselton, Leonard, Fargo-Moorhead, Walcott
Larimore	2	Inkster, Niagra, Leonard
Leonard	3	Casselton, Fargo-Moorhead, Kindred
Mandan	3	New Salem, St. Anthony
Manvel	3	Bygland MN, East Grand Forks, Emerado
Mayville	2	Hatton
Minto	3	Grafton
Northwood	1	Aneta, Hatton
Reynolds	3	East Grand Forks, Thompson
Sidney, MT	3	Not Applicable
Thompson	3	East Grand Forks, Reynolds
Valley City	2	Sanborn, Tower City
Wahpeton	1	Abercrombie, Colfax, Fairmont, Great Bend, Hankinson, Lidgerwood, Mooreton, Wyndmere

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**SECTION 5 - RATES- BUSINESS SERVICES**

**5.1 Business Service Monthly Recurring Charge**

Rate Group A Local Only	\$33.45 per line
Rate Group B Local Only	\$36.45 per line
Rate Group C Local Only	\$38.95 per line
Rate Group A Local plus Long Distance <sup>1</sup>	\$26.45 per line
Rate Group B Local plus Long Distance <sup>1</sup>	\$29.45 per line
Rate Group C Local plus Long Distance <sup>1</sup>	\$31.95 per line

**5.2 Analog PBX Trunk Monthly Recurring Charge**

Rate Group A Local Only	\$55.00 per trunk
Rate Group B Local Only	\$58.00 per trunk
Rate Group C Local Only	\$61.50 per trunk
Rate Group A Local plus Long Distance <sup>1</sup>	\$48.00 per trunk
Rate Group B Local plus Long Distance <sup>1</sup>	\$51.00 per trunk
Rate Group C Local plus Long Distance <sup>1</sup>	\$54.50 per trunk
DID CO Termination	\$27.50 per trunk

**5.3 Initial Service Conversion Charge**

\$20.00 per line converted, non-recurring  
\$10.00 each additional  
\$85.00 per DID CO termination per trunk, non-recurring

**5.4 Installation Charge**

\$55.00 per line or trunk installed, non-recurring  
\$11.00 each additional

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<sup>1</sup> When a Customer chooses to use the Company's Long Distance in addition to its local service, the Customer receives a \$7.00 subsidy on local service.

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**SECTION 5 - RATES- BUSINESS SERVICES, (CONT'D.)**

**5.5 Features- Business Line**

	Monthly Recurring	Non Recurring	Per Usage
	<u>Charge</u>	<u>Charge</u>	<u>Charge</u>
Call Return	\$0.00	\$0.00	\$0.75
Continuous Redial	\$0.00	\$0.00	\$0.75
Three-Way Conference Call	\$3.50	\$18.00	\$0.75
Hunting	\$8.35	\$18.00	\$0.00
Call Forward Variable	\$6.26	\$18.00	\$0.00
Call Forward Busy Line	\$3.00	\$18.00	\$0.00
Call Forward Don't Answer	\$3.00	\$18.00	\$0.00
Call Forward Busy Line/Don't Answer	\$6.50	\$18.00	\$0.00
Remote Call Forwarding	\$7.00	\$18.00	\$0.00
Call Waiting	\$5.50	\$18.00	\$0.00
Speed Dial	\$2.40	\$18.00	\$0.00
Speed Dial, Expanded	\$4.75	\$18.00	\$0.00
Caller Id (Name And Number)	\$7.25	\$18.00	\$0.00
Vanity Number	\$0.00	\$70.00	\$0.00
Toll Restrict Blocking	\$1.40	\$18.00	\$0.00
Caller ID Blocking per line	\$0.00	\$18.00	\$0.00

**5.6 Features -Analog PBX Trunks**

Call Return	\$0.00	\$0.00	\$0.75
Call Trace	\$0.00	\$0.00	\$3.50
Continuous Redial	\$0.00	\$0.00	\$0.75
Three Way Conference Calling	\$0.00	\$0.00	\$0.75
Hunting, per Trunk Equipped	\$8.35	\$18.00	\$0.00
Caller ill (Name and Number) -Trunk	\$9.50	\$18.00	\$0.00
Change Call Blocking	\$0.00	\$0.00	\$0.00
Toll Restrict Blocking	\$5.25	\$9.50	\$0.00
Third # and Collect Blocking	\$0.00	\$18.00	\$0.00
Call Forward Variable	\$6.50	\$18.00	\$0.00
Touch Tone per Trunk Equipped	\$0.00	\$18.00	\$0.00
Caller ill Blocking per trunk	\$0.00	\$18.00	\$0.00
Ground Start	\$0.00	\$0.00	\$0.00

1 Not available in all Central Offices

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Issued: January 1, 2008  
Issued by:

Scott Klopach  
Vice President and General Counsel  
7171 Forest Lane, Suite 700  
Dallas, Texas 75230

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**SECTION 5 - RATES- BUSINESS SERVICES, (CONT'D.)**

**5.7 DID Number Groups**

	<u>Monthly Recurring Charge</u>	<u>Non-recurring Charge</u>
20 numbers per group	\$3.75	\$850.00
20 numbers -per additional group	\$3.75	\$14.00

**5.8 Directory Listings**

	<u>Monthly Recurring Charge</u>	<u>Non -Recurring Charge</u>
Primary Listing	\$0.00	\$0.00
Additional Listing	\$1.10	\$18.00
Cross Reference Listing	\$1.10	\$18.00
Extra Line Listing	\$1.10	\$18.00
Foreign Listing	\$1.10	\$18.00
Non-Listed Number	\$1.10	\$18.00
Non-Published Listing -Business Line	\$1.10	\$18.00
Non-Published Listing -PBX Trunk	\$1.65	\$18.00

**5.9 Local Directory Assistance**

\$0.25 per call

**5.10 Directory Assistance Call Completion**

\$0.30 per call<sup>1</sup>

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<sup>1</sup> Provided where facilities permit; charge is in addition to charge in 5.9

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**SECTION 5 - RATES- BUSINESS SERVICES, (CONT'D.)**

**5.11 Operator Services**

	<u>surcharge</u>	<u>per minute charge</u>
Third Party Billing	\$2.25	\$0.2000
Collect	\$2.25	\$0.2000
Person to Person	\$4.90	\$0.2000
Busy Line Verification	\$0.35	\$0.0000
Busy Line Verification 3 <sup>rd</sup> Party Billed	\$1.05	\$0.0000
Busy Line Verification w/Interrupt	\$0.75	\$0.0000

**5.12 Presubscription**

A Customer may change their intra and/or interLATA long distance carrier. The Customer will incur a \$10.00 per line, per occurrence charge. A single occurrence can include a change of both the intraLATA and interLATA carriers.

**5.13 Service Restoration Charge**

\$33.00 per occurrence

**5.14 Service Change Charge**

\$10.00 per occurrence

**5.15 Intercept Service**

When a switching arrangement for an individual customer (a single line or entire hunt group) is discontinued at an end office, an intercept announcement is provided. This arrangement provides, for ninety (90) days, an announcement that the service associated with the number dialed has been disconnected. There is no charge for this feature.

**5.16 Time and Material Charges**

\$28.00 for first 15 minutes  
\$9.00 each additional 15 minutes

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**SECTION 6 - PRICE LIST -LOCAL DIGITAL SERVICE**

**6.1 Local Digital Service Monthly Recurring Charge**

ISDN-PRI -Per D Channel \$100.00

**6.2 Local Digital Service Non-Recurring: Charge**

ISDN-PRI -Per D Channel \$2500.00

**6.3 Optional Features**

The optional features, hunting and vanity numbers, are provided at no additional charge to subscribers of Local Digital Service.

**6.4 Presubscription**

A Customer may change their intra and/or interLATA long distance carrier. The Customer will incur a \$10.00 per line, per occurrence charge. A single occurrence can include a change of both the intraLATA and interLATA carriers.

**6.5 Miscellaneous Charges**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Foreign Exchange Service (per T)	\$100.00	\$0.00
Service Change Charge	\$0.00	\$15.00

**6.6 Directory Listing§**

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Additional Listing	\$1.65	\$18.00
Extra Line Listing	\$1.65	\$18.00
Foreign Listing	\$1.65	\$18.00
Cross Reference Listing	\$1.65	\$18.00
Non-Listed Number	\$2.35	\$18.00
Non-Published Number	\$2.35	\$18.00

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**SECTION 6 - PRICE LIST -LOCAL DIGITAL SERVICE, (CONT'D.)**

**6.7 Operator Services**

	<u>Charge</u>	<u>Per Min</u>
Third Party Billing	\$2.75	\$0.17
Collect	\$2.75	\$0.17
Person to Person	\$3.25	\$0.17
Busy Line Verification	\$2.00	N/A
Busy Line Verification- 3rd Party Billed	\$2.00	N/A
Busy Line Verification w/Interrupt	\$2.50	N/A

**6.8 Local Directory Assistance**

\$0.30 per call

**6.9 Directory Assistance Local Call Completion**

\$0.35 per call<sup>5</sup>

**6.10 Time and Material Charges**

Customers shall be responsible for payment of costs associated with installation of new local digital services or other time and material charges imposed on the Company by a Local Exchange Carrier as a prerequisite for installing or maintaining the Customers service, and not already recovered via the Company's existing recurring or nonrecurring charges as outlined herein. The customer will be advised of said charge prior to completion of service and will be given the option to contract an independent technician to complete the work. Hourly Rates are as follows:

	<u>Per Visit</u>
Trouble Isolation	\$75
Flat Inside Wire Maintenance	\$10
Flat Jack Installation - First Jack	\$75.00
Additional Wired	\$25.00
Additional Unwired	\$75.00

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<sup>5</sup> Provided where facilities permit; charge in addition to charge in 6.8.

## SECTION 7 - TRINSIC PRODUCTS

### 7.1 Service Areas

#### 7.1.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) Qwest Corporation

Local Calling Areas and exchanges are equivalent to those specified by Qwest Corporation in its Exchange and Network Services Tariff, Section 5.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.1 Service Areas, (Cont'd.)**

**7.1.1 Exchange Service Areas, (Cont'd.)**

**A. Exchange Area and UNE Zone Listings**

<b>Exchange</b>	<b>UNE Zones</b>	<b>Additional Exchanges Included with EAS</b>
Belfield	3	Dickinson, South Heart
Bismark	1	McKenzie, New Salem, Sterling, Wilton
Casselton	2	Buffalo, Fargo-Moorhead, Kindred, Leonard
Dickinson	1	Belfield, Killdeer, Manning, New England, Richardton, South Heart
Emerado	3	Bygland MN, East Grand Forks, Manvel
Fargo	1	Casselton, Felton MN, Gardner, Glyndon MN, Hawley MN, Kindred, Leonard, Perley MN, Walcot, Wolverton MN
Gardner	3	Arther, Fargo-Moorhead, Hunter
Grafton	2	Hoople, Minto, Park River, St. Thomas
Grand Forks	1	Bygland MN, Emerado, Fisher MN, Manvel, Reynolds, Thompson
Hatton	3	Mayville, Northwood
Hillsboro	3	Not Applicable
Jamestown	1	Courtenay, Windsor, Ypsilanti
Kindred	3	Casselton, Leonard, Fargo-Moorhead, Walcott
Larimore	2	Inkster, Niagra, Leonard
Leonard	3	Casselton, Fargo-Moorhead, Kindred
Mandan	3	New Salem, St. Anthony
Manvel	3	Bygland MN, East Grand Forks, Emerado

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.1 Service Areas, (Cont'd.)**

**7.1.1 Exchange Service Areas, (Cont'd.)**

**A. Exchange Area and UNE Zone Listings, (Cont'd.)**

<b>Exchange</b>	<b>UNE Zones</b>	<b>Additional Exchanges Included with EAS</b>
Mayville	2	Hatton
Minto	3	Grafton
Northwood	1	Aneta, Hatton
Reynolds	3	East Grand Forks, Thompson
Sidney, MT	3	Not Applicable
Thompson	3	East Grand Forks, Reynolds
Valley City	2	Sanborn, Tower City
Wahpeton	1	Abercrombie, Colfax, Fairmont, Great Bend, Hankinson, Lidgerwood, Mooreton, Wyndmere

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates**

**7.2.1 Call Timing for Usage Sensitive Services**

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:

- 4.1.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 4.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.3** 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.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.2 Trinsic Referral Program**

Any existing Trinsic Customer who refers a potential customer to the Trinsic services listed below will receive a one-time credit should the referred customer subscribe to and remain a Trinsic customer for at least 30 days. The referred customer must provide the name of the existing Trinsic Customer who made the referral upon ordering the new Trinsic service. The credit is applied only once to the Customer's next scheduled bill and expires with that bill. The credit does not apply separately for interstate or intrastate service and cannot be redeemed for cash.

Referral Credit	\$20.00
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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service**

**A. General**

Trinsic offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include local service, long distance service (interstate and intrastate toll) and selected custom calling features. Voice Mail and Optional Internet access <sup>1</sup> may be available with some packages at an additional charge. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**1. Primary Line**

The initial residential local exchange access line per account.

**2. Secondary Line**

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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<sup>1</sup> Voice mail and Internet access are not regulated by the Commission.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**A. General, (Cont'd.)**

Network Exchange Bundled Service may include the calling features listed below:

These features are offered subject to availability of suitable facilities. Certain features may not be available with all classes of services.

In the event Trinsic adds custom calling features to its Network Exchange Bundled Services, such features will be available upon the tariff effective date (where technically feasible) to all new Customers. Existing Customers will be informed of the new features availability but must contact the Company to obtain the new features. Any Service Order Charges, which would normally apply, will be waived.

Call Forwarding - Fixed, Busy Line No Answer - This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding - Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding - Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Caller ID with Name - Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**A. General, (Cont'd.)**

Network Exchange Bundled Service may include the calling features listed below, (cont'd.):

Call Forwarding - Variable - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

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

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**A. General, (Cont'd.)**

Network Exchange Bundled Service may include the calling features listed below, (cont'd.):

**Distinctive Ring:** Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

**VIP Alert -** Allows a customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ring tone.

**Privacy Service-** A feature which intercepts calls that are marked "private" and "out of area," or "unavailable" on Caller ID units. When unidentified callers dial the Subscriber's number, they will receive an announcement informing them that the party they are calling does not accept calls from unidentified callers. They will receive a prompt to identify their name or state their intention and the service will then attempt to connect the call. Only if the caller responds will the call be connected.

The Subscriber's Caller ID will display the platform number and the name of the service. If the Subscriber chooses not to take the call the caller will hear a message which states the Subscriber is unavailable.

Privacy Service is offered subject to availability of suitable facilities. This service will be provisioned on a line-by-line basis and Customers with more than one line would need to have the service activated on each line if they want the ability to intercept unknown and blocked calls to each line.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**A. General, (Cont'd.)**

Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits 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. In areas where Caller ID with Name is not available, Caller ID, which only displays the callers telephone number, will be substituted.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Three Way Calling - Permits the Customer 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 Customer 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.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**B. Trinsic Standard Service \*\* (1)**

Package Price for Trinsic Standard Service

Primary Line, per month	\$59.99
Secondary Line, per month	\$37.00
Service Connection Fee, one time charge per line #	
Primary Line	\$69.99
Secondary Line	\$55.00

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the company's web site.

(1) This service was formerly known as North Dakota Home Edition - Standard Service.

*\*\*This option grandfathered effective October 9, 2002 and is available to existing customers only.*

# Service Connection fee waived for those Customers who retain their existing telephone number when switching their service to Trinsic.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**B. Trinsic Standard Service, (Cont'd.) \*\***

Trinsic Standard Service includes the following:

1. A monthly allowance of 100 free minutes of interstate and intrastate toll calling. Toll calls are billed in sixty (60) second increments.

Toll calls placed via toll free access within the 100 minute allowance will be billed as noted below.

Toll calls within 100 minute allowance	<u>Per minute rate</u>
Direct Dial Access	\$0.00
Toll calls above 100 minute allowance	<u>Per minute rate</u>
Direct Dial Access	\$0.15

2. Local line and unlimited local calling
3. Primary Line Custom Calling Features Package: Call Forwarding, Caller ID with Name, Call Waiting with Caller ID with Name, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: (Call Waiting, Caller ID, Three-Way Calling and Speed Calling) may be added for \$4.95 per month.

4. Standard Service Customers will receive Member to Member service (See Section 7.2.4) at no additional charge, included with the Standard Service.
5. Distinctive Ring Calling Feature:

Monthly Recurring Charge Per Feature: \$3.00

*\*\*This option grandfathered effective October 9, 2002 and is available to existing customers only.*

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**C. Trinsic Unlimited (1)**

Package Price for Trinsic Unlimited

Primary Line, per month	
UNE Zones 1:	\$63.12
UNE Zone 2:	\$63.12
UNE Zone 3:	\$83.82
Secondary Line, per month	
UNE Zone 1:	\$39.33
UNE Zone 2:	\$39.33
UNE Zone 3:	\$60.03
New Service Connection Fee, one-time charge, per line <sup>#</sup>	
Per Primary Line:	\$69.99
Per Secondary Line:	\$55.00

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the company's web site.

This service is for use by Residential Customers for the purpose of individual-to-individual two-way residential voice applications. If the Customer uses Trinsic Unlimited Service for non-residential purposes, including but not limited to commercial facsimile, resale, telemarketing, dial-up internet connections, autodialing, three-way calling, voice chat line services, or home office use, the Company may, without notice, suspend, restrict, or cancel the Customer's service or may adjust Customer's service to another plan.

- 1.** Trinsic Unlimited includes the following:
  - a.** Unlimited toll calling.
  - b.** Local line and unlimited local calling

(1) This service was formerly known as Z-LineHOME Unlimited Service.

<sup>#</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**C. Trinsic Unlimited**

**1. Trinsic Unlimited includes the following:**

- c.** Primary Line Custom Calling Features Package: Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Trace, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: Call Forwarding Variable, Call Trace, Call Waiting, Caller ID, Three-Way Calling and Speed Calling may be added for \$4.95 per month.

- d.** Member to Member Service.

**2. Calling Features**

The following Calling features are available at an additional monthly recurring charge:

**Distinctive Ring:** Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

Monthly Recurring Charge Per Feature: \$3.00

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**D. TrinsicBusiness A La Carte Service\*\***

Trinsic Business A La Carte service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Trinsic as the presubscribed carrier for local calling concurrent with enrollment for this service. TrinsicBusiness A La Carte provides Customers with the option of selecting Trinsic for toll services.

**1. Local Exchange Service**

**a. Local Access Line**

Local Business Line	
Monthly Rate	\$29.99
Service Connection Fee, one-time charge per line <sup>1</sup>	
Per Line	\$49.99

<sup>1</sup>Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

**\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.**

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**D. TrinsicBusiness A La Carte Service, (Cont'd.)\*\***

**2. Toll Service**

**a. Long Distance Service**

Long distance service is billed in six (6) second increments.

Rate Per Minute: \$0.099

**b. Long Distance Calling Packs**

Customers may choose to purchase Long Distance Calling Packs which provide a set number of long distance calling minutes for a flat rate per month. Toll Free Service is not included in Long Distance Calling Packs. Minutes above the purchased Calling Pack are billed in six (6) second increments.

LD Minutes			LD Minutes Pack	
			<u>Monthly Rate</u>	<u>Intrastate Overage</u>
1,000	Long	Distance	\$59.00	\$0.089
	Minutes	Pack		
5,000	Long	Distance	\$245.00	\$0.079
	Minutes	Pack		

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**D. TrinsicBusiness A La Carte Service, (Cont'd.)\*\***

**3. Toll Free Service**

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. TrinsicBusiness A La Carte Customers who migrate their long distance service to another carrier, but who retain Trinsic as the local service provider will keep Trinsic Toll Free Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.069
	<u>Monthly Recurring Charge</u>
Per toll free access line	\$3.00
Toll Free Service Installation	\$20.00
Vanity Toll Free Number Search	\$9.99

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**D. TrinsicBusiness A La Carte Service, (Cont'd.)\*\***

**4. Business Network Rate Service**

Business Network Rate Service is available to Trinsic business Customers for outbound calling from presubscribed lines. This service allows Trinsic Business A La Carte Customers presubscribed to Trinsic for long distance service to call other Trinsic Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Trinsic business Customers or to Trinsic residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate per minute: \$0.039

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**D. TrinsicBusiness A La Carte Service, (Cont'd.)\*\***

**5. Calling Features**

These features are offered subject to availability of suitable facilities. TrinsicBusiness A La Carte may include the calling features listed below:

Call Forwarding - Fixed - Call Forwarding- Fixed, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding-Fixed. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding-Fixed is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**D. TrinsicBusiness A La Carte Service, (Cont'd.)\*\***

**5. Calling Features, (Cont'd.)**

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. This feature permits 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. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

Three Way Calling - Permits the Customer 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 Customer 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.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

Distinctive Ring: Distinctive Ringing is a feature that allows Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**D. TrinsicBusiness A La Carte Service, (Cont'd.)\*\***

**5. Calling Features, (Cont'd.)**

**a. Rates**

Monthly Rates, per Feature:	\$3.00
Monthly Rate, Feature Pack, (3 or more features):	\$9.00

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**D. TrinsicBusiness A La Carte Service, (Cont'd.)\*\***

**6. Guarantee Incentive Program**

If a Customer is not satisfied with the Trinsic Business A La Carte Service, for any reason, during the first ninety (90) days of service, Trinsic will switch the Customer back to the Customer's previous local exchange provider at no charge. The Customer will not be required to pay any installation charges incurred when switching back to their previous local service provider. This offer only applies to installation charges on existing business lines migrated back to the local service provided subscribed to before switching to Trinsic. This offer does not extend to any new service lines established with Trinsic that are switched back to the previous provider. Customers requesting a switch to the previous provider must have a zero billed balance with Trinsic. Customers will be required to complete and sign a form requesting this offer. This form may be obtained by calling Trinsic's toll free customer service telephone number.

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**D. TrinsicBusiness A La Carte Service, (Cont'd.)\*\***

**7. Remote Call Forwarding (RCF) Service**

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

**a. Usage Charges**

Minutes of use are decremented from the available minutes in the presubscribed service purchased by the Customer. Minutes used in excess of the allotted minutes will be billed at the rate in effect for the presubscribed service. (See Section 7.2.3.D of this tariff).

**b. Monthly Recurring Charge**

Per line: \$15.00

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**E. Trinsic Spectrum Unlimited Service \***

Trinsic Spectrum Unlimited Service is targeted primarily at business customers as a bundled service offering. Customers receive unlimited local and long distance calling including calls completed through the Company's Personal Voice Assistant (PVA) for a flat monthly rate. The primary line also includes the following custom calling features: Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding, as well as one voice mail box<sup>1</sup>. Operator assisted calling, travel card calling and international calling are not included in the flat monthly rate for service. Trinsic Spectrum Unlimited Service is available on up to a maximum of twelve (12) lines per location. Trinsic Communications must be selected as both the local toll and interLATA toll carrier for all of your lines at a single location and on a single billing account. PBX, PBX-like equipment, auto-dialers, dial-up online service, broadcast fax transmissions and data usage traffic are prohibited under this plan. If usage exceeds the average usage per line of all customers on the plan in the Customer's state by five times over a three (3) month period, Customer may be moved to another plan. Customers may purchase additional lines, however custom calling features and voice mail are not available with the purchase of additional lines except through Feature Packages.

**1. Outbound Service**

Primary Line, per month	\$59.99
Additional Lines, per month:	\$49.99
New Service Connection Fee, one-time charge, per line <sup>#</sup>	
Per Primary Line:	\$49.99
Per Secondary Line:	\$49.99

<sup>#</sup> Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

<sup>1</sup> Voice mail is not regulated by the Commission. Voice Mail on Additional Lines may be purchased separately for a monthly fee per mail box.

\* This service was formerly known as TrinsicBUSINESS Simplicity Service.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**E. Trinsic Spectrum Unlimited Service, (Cont'd.) \***

**2. Feature Packages**

Custom Calling Feature Package for Additional Lines includes Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding.  
Monthly Rate: \$4.95

**3. Toll Free Service**

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Trinsic Spectrum Unlimited Service Customers who migrate their long distance service to another carrier, but who retain Trinsic as the local service provider will keep Trinsic Spectrum Unlimited Toll Free Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.049
Monthly Recurring Charge, Per toll free access line:	\$3.00
Toll Free Service Installation: *	\$20.00
Vanity Toll Free Number Search:	\$9.99

**4. Travel Card Service**

Trinsic Spectrum Unlimited Travel Card Service is available to Trinsic Spectrum Unlimited Service Customers for calls made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

Rate Per Minute:	\$0.049
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\* The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

\* This service was formerly known as TrinsicBUSINESS Simplicity Service.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.3 Network Exchange Bundled Service, (Cont'd.)**

**F. ISP Service Plan**

ISP Service Plan is offered to Customers who subscribe to Trinsic Unlimited Service in conjunction with a participating Internet Service Provider (ISP). The participating ISP must have a previously established service participation agreement with the Company. As part of this service, the Customer may utilize local dial-up access numbers of a participating ISP for internet access for up to 3000 minutes per month and the dial-up internet connection restriction associated with Trinsic Unlimited will not apply to those 3000 minutes per month. All other Trinsic Unlimited Service rates and restrictions apply.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.4 Member to Member Service Add-On**

Member to Member Service is available to all Trinsic Customers of a Network Exchange Bundled Service. Member to Member allows Trinsic Customers to call other Trinsic Customers without incurring per call usage charges or depleting the bundled minutes call allowance. Calls under the Member to Member option must originate on and terminate to a telephone number presubscribed to a Trinsic Network Exchange Bundled Service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network.

This service is available with Trinsic services where noted in the description of each service.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.5 Stand-Alone Local Exchange Service**

Stand-Alone Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Stand-Alone Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Stand-Alone Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Stand-Alone Service, per month: \$44.99

Service Connection Charges  
Primary Line, one-time charge per line \$69.99

A. Stand-Alone Local Exchange Service includes the following:

1. Local exchange access line and unlimited local exchange calling.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.6 Trinsic Spectrum Plus Service\*\* (1)**

Trinsic Spectrum Plus Service is a local exchange service for small business Customers consisting of a local exchange line for a monthly recurring charge and unlimited calling. Calling features are available with the local exchange service for an additional monthly recurring charge per feature.

**A. Local Exchange Service**

**1. Local Business Line**

A local exchange line with unlimited local calling includes Hunting only if Customers request the Hunting calling feature when placing the order for service.

Monthly Rate:	\$28.00
Service Connection Fee, one-time charge per line <sup>1</sup>	
Per Line:	\$49.99

Customers who sign a one (1) or two (2) year agreement will, based upon contract term and number of access lines, subscribed to Trinsic in this state or nationwide, receive a percentage discount on Spectrum Plus local exchange service as noted below. The percentage discount does not apply to FCC line charges.

Lines	Term	
	<u>1 Year</u>	<u>2 Year</u>
200	5%	5%
1000	10%	15%
2000	15%	16%

<sup>1</sup> Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

\*\* This service is grandfathered and available to existing Customers only effective March 31, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.6 Trinsic Spectrum Plus Service, (Cont'd.)\*\* (1)**

**A. Local Exchange Service, (Cont'd.)**

**2. Calling Features**

The following Calling features are available at an additional monthly recurring charge: Call Forwarding; Call Forwarding-Busy; Call Forwarding-No Answer; Speed Calling; Caller ID; Call Waiting, Three-Way Calling, and Distinctive Ring, as described in Section 7.2.6.F.

Monthly Recurring Charge Per Feature: \$3.00

Monthly Recurring Charge, Feature Pack (3 or more): \$9.00

**B. Trinsic Spectrum Plus Toll Service**

Trinsic Spectrum Plus Toll service is available only to Customers of Trinsic Spectrum Plus Local Exchange Service. Calls are billed in six (6) second increments.

Rate Per Minute: \$0.120

\*\* This service is grandfathered and available to existing Customers only effective March 31, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.6 Trinsic Spectrum Plus Service, (Cont'd.)\*\* (1)**

**C. Trinsic Spectrum Plus Toll Free Service**

Trinsic Spectrum Plus Toll Free Service is available to Customers for incoming calls. Service is available only to Customers of Trinsic Spectrum Plus Local Exchange Service. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.045
Monthly Recurring Charge Per toll free access line:	\$3.00
Toll Free Service Installation:	\$20.00 *
Vanity Toll Free Number Search:	\$9.99

\* The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

\*\* This service is grandfathered and available to existing Customers only effective March 31, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.6 Trinsic Spectrum Plus Service, (Cont'd.)\*\* (1)**

**D. Travel Card Service**

Trinsic Spectrum Plus Travel Card Service is available to Trinsic Spectrum Plus Local Exchange Service Customers who also purchase Trinsic Spectrum Plus Toll Service. Calls may be made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

Rate Per Minute: \$0.045

**E. Business Network Service**

Business Network Service is an optional service available to Trinsic Spectrum Plus Customers for outbound calling from presubscribed lines. This service allows Trinsic spectrum Plus Customers presubscribed to Trinsic for long distance service to call other Trinsic Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Trinsic business Customers or to Trinsic residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate Per Minute: \$0.039

\*\* This service is grandfathered and available to existing Customers only effective March 31, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.6 Trinsic Spectrum Plus Service, (Cont'd.)\*\* (1)**

**F. Calling Features**

Customers subscribing to Trinsic Spectrum Plus Service may also subscribe to the following Calling Features.

Call Forwarding - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Call Forwarding -Busy - Permanently routes incoming calls to a predetermined telephone number when the called line is busy.

Call Forwarding - No Answer - Permanently routes incoming calls to a specified number, selected by the Customer, when the called line is unanswered.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

\*\* This service is grandfathered and available to existing Customers only effective March 31, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.6 Trinsic Spectrum Plus Service, (Cont'd.)\*\* (1)**

**F. Calling Features, (Cont'd.)**

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

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. This feature permits 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. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

Three Way Calling - Permits the Customer 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 Customer 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.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

\*\* This service is grandfathered and available to existing Customers only effective March 31, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.6 Trinsic Spectrum Plus Service, (Cont'd.)\*\* (1)**

**G. Remote Call Forwarding (RCF) Service**

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

**1. Usage Charges**

Minutes of use are decremented from the available minutes in the presubscribed service purchased by the Customer. Minutes used in excess of the allotted minutes will be billed at the rate in effect for the presubscribed service. (See Section 7.2.6 of this tariff).

**2. Monthly Recurring Charge**

Per line: \$15.00

\*\* This service is grandfathered and available to existing Customers only effective March 31, 2005.

(1) This service was formerly known as Trinsic Business Plus Service.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.7 Trinsic Business Long Distance with PVA**

Trinsic Business Long Distance with PVA is a presubscribed long distance service providing outbound calling for business Customers. The service also provides access to the Company's Personal Voice Assistant enhanced service platform for call completion and enhanced services such as dialing assistance, contact lists, voice mail, and review of and delivery of emails, as well as Find Me and Notify Me functions<sup>1</sup> Calls are billed in six (6) second increments. Customers are provided a toll free number for placing calls while away from the office, and the same rates apply.

Rate Per Minute \$0.120

**7.2.8 PVA Directory Assistance**

PVA Directory Assistance is a directory service whereby Customers may request assistance in determining listing information on a nationwide basis through the Company's Personal Voice Assistance (PVA) enhanced services platform.

This service is only available to Customer of Trinsic local and/or long distance services with PVA. Customers use a toll free number or access code to access the PVA platform and choose the directory assistance option. Up to two listings per call may be requested. The rate per call applies whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for PVA Directory Assistance.

Rate Per Minute \$1.06

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.9 Affinity Pricing Plan - Trinsic Discount Program**

The Trinsic Affinity Pricing Plan - Trinsic Discount Program offers discounts on specific Trinsic services to members of trade associations that represent business entities or individuals within an industry, professional or business classification; employees of business entities; members of organizations with affiliated franchisees, independent agents, independent distributors or business representatives; entities that are members of a buying group not organized only for the purpose of qualifying for the discounts provided herein; non-profit entities affiliated with non-profit chapters, agencies, administrative offices or organizations affiliated with charitable, religious, educational, scientific and literary organizations, or customers or members of commercial organizations or institutions, who have entered into an Affinity Marketing Agreement with the Company.

Customers will receive a 10% discount on the Monthly Recurring Charge for the following services: Trinsic Unlimited, Trinsic Value with PVA, Trinsic Basic with PVA and Trinsic LONG DISTANCE 500. The discount will remain in place as long as the employee, individual or member remains and employee, individual or member of the affinity group. All other terms and conditions of the above-mentioned tariffed services apply.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.10 Trinsic Spectrum Local Plus PPS**

Trinsic Spectrum Local Plus PPS is a local exchange service for small business Customers consisting of a local exchange line with unlimited local calling for a monthly recurring charge. Calling features are offered as a Feature Pack or on an individual basis for an additional monthly recurring charge. Intrastate and interstate toll, toll-free and travel card services are available on a usage basis.

**A. Local Exchange Service**

**1. Local Business Line**

A local exchange line with unlimited local calling includes Hunting only if Customers request the Hunting calling feature when placing the order for service.

Monthly Rate:

UNE Zone 1:	\$26.00
UNE Zone 2:	n/a
UNE Zone 3:	n/a

Service Connection Fee, one-time charge per line <sup>1</sup>

Per Line:	\$49.99
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**2. Calling Features**

The following Calling features are available at an additional monthly recurring charge: Call Forwarding; Call Forwarding-Busy; Call Forwarding-No Answer; Speed Calling; Caller ID; Call Waiting, Three-Way Calling, and Distinctive Ring, as described in Section 7.2.10.B of this tariff.

Monthly Recurring Charge Per Feature: \$3.00

Monthly Recurring Charge, Feature Pack (3 or more): \$9.00

<sup>1</sup> Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.10 Trinsic Spectrum Local Plus PPS, (Cont'd.)**

**B. Calling Features**

Customers subscribing to Trinsic Spectrum Local Plus PPS may also subscribe to the following Calling Features.

Call Forwarding - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Call Forwarding -Busy - Permanently routes incoming calls to a predetermined telephone number when the called line is busy.

Call Forwarding - No Answer - Permanently routes incoming calls to a specified number, selected by the Customer, when the called line is unanswered.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.2 Basic Services and Rates, (Cont'd.)**

**7.2.10 Trinsic Spectrum Local Plus PPS, (Cont'd.)**

**B. Calling Features, (Cont'd.)**

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. This feature permits 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. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

Three Way Calling - Permits the Customer 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 Customer 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.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

**C. Remote Call Forwarding (RCF) Service**

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

Monthly Rate, per line: \$15.00

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates**

**7.3.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

**A. Service Order Charges**

Primary Service Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Secondary Service Connection Charge - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

Transfer of Service Charge, Primary Line - applies to the first line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line - applies to the second, or third, etc., line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.1 Service Order and Change Charges, (Cont'd.)**

**A. Service Order Charges, (Cont'd.)**

Service Order Charge - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified non-recurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed.

Toll Free Directory Listing - This is a one-time charge, applicable to Business Customers, and is imposed when a Customer requests the toll free number to be listed.

Missed Appointment Charge - The Customer shall be responsible for the payment of a Missed Appointment Charge as set forth herein for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

Set-Up Fee - This fee is charged per Residential local exchange access line when a Customer moves existing service from their current local carrier to Trinsic and retains their existing telephone number. This charge does not apply to new Customers who require new telephone numbers and installation of new service as such Customers are charged the Company's Service Connection Fee.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.1 Service Order and Change Charges, (Cont'd.)**

**B. Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Feature or Feature Pack Change Order - applies when a customer requests a change, adding or removing a feature or feature pack.

Toll Restriction Fee Order - applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order - applies to each telephone number change request/order.

Long Distance Minutes Pack Change Order - applies to residential Customers who request/order a change to add or delete an LD Minutes Pack.

Listing Change Charge - applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

Change Charge - applies when a residential Customer requests/orders a change in service from Trinsic Basic Service to Trinsic Standard Service or from Trinsic Standard Service to Trinsic Basic Service.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.1 Service Order and Change Charges, (Cont'd.)**

**C. Record Change Charges**

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

**D. Miscellaneous Charges**

Duplicate Invoice - applies each time a Customer requests an additional copy of a current bill or invoice.

Call Detail Report - applies each time a Customer requests local call detail for a given month.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.1 Service Order and Change Charges, (Cont'd.)**

**E. Rates**

	<u>Residence</u>	<u>Business</u>
Service Order Charges		
Primary Service Connection Charge	*	*
Secondary Service Connection Charge	*	*
Transfer of Service Charge, Primary Line	\$89.99	\$49.99
Transfer of Service Charge, Secondary Line	\$75.00	\$49.99
Technician Dispatch Charge	\$69.99	\$200.00
Service Order Charge	N/A	\$9.99
Toll Free Directory Listing	N/A	\$10.00
Missed Appointment Charge	N/A	\$100.00
Set-up Fee	\$4.95	N/A
Change Order Service Charges		
Feature or Feature Pack Change Order	\$9.99	\$9.99
Toll Restriction Fee Order	\$9.99	\$9.99
Telephone Number Change Order	\$9.99	\$9.99
Long Distance Minutes Pack Change Order	\$9.99	\$9.99
Listing Change Charge	\$9.99	\$9.99
Change Charge	\$9.99	N/A
Record Change	No charge	No charge
Miscellaneous Charges		
Duplicate Invoice	\$5.00	\$5.00
Call Detail Report	\$5.00	\$5.00

\* Service Connection charges are listed with the rates for each specific service tariffed.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.2 Restoral of Service**

When a Customer's local exchange service has been suspended because of non-payment of charges, a non-recurring Service Restoral Charge will apply to each line restored. In the event that Local Exchange Service is terminated following suspension the Line Connection Charge as described in 7.3.1 is applicable in lieu of the Service Restoral Charge to reestablish service. Premises Work charges may also be applicable.

	<u>Residence</u>	<u>Business</u>
Per line	\$35.00	\$49.99

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.3 Temporary Suspension/Restoral of Service**

Upon the request of the Customer, service may be temporarily suspended. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension. No discount from full service rates is allowed for any period of suspension of any item for a period of less than one month or for any item suspended during an initial service period of less than one year. Customers requesting temporary suspension of their service will incur service charges upon the subsequent restoral of service.

Monthly, per line suspended	50% of full rate
Restoral charge, per line suspended	Service Order Change Charge and Central Office Line Charge *

\* For rates see Section 7.3.1 of this tariff.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard Price Listed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the A#@ symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

	<u>Residential</u>	<u>Business</u>
Rate Per Call	\$0.60	\$0.30

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.5 Optional Calling Features**

The features in this section are made available to Residential and Business Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**A. Feature Descriptions**

**Return Call:** Allows a Customer to return the most recent incoming call and, after dialing a code, hear an announcement of the last telephone number that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned.

**Call Trace:** Allows a Customer to initiate an automatic trace of the last call received. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company. The Customer using Call Trace is required to contact the Company for further action. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

**Repeat Dialing:** Permits the Customer to redial automatically the last number dialed.

**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.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.5 Optional Calling Features, (Cont'd.)**

**A. Feature Descriptions, (Cont'd.)**

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion. This feature may not be available with all Trinsic services.

VIP Alert - Allows a customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ring tone. This feature may not be available with all Trinsic services.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. After the first time, Customers requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.5 Optional Calling Features, (Cont'd.)**

**B. Rates**

FEATURE	Residential		Business	
	<u>Per Use</u>	<u>Monthly Maximum</u>	<u>Per Use</u>	<u>Monthly Maximum</u>
Call Trace - per activation	\$2.00	N/A	\$2.00	N/A
Continuous Redial, (*66) - per use	\$0.75	\$6.00	\$0.75	\$6.00
Return Call, (*69) - per use	\$0.75	\$6.00	\$0.75	\$6.00
Three-Way Calling - per use	\$0.75	\$6.00	\$0.75	\$6.00
Caller Identification Blocking, per call	No charge	n/a	No charge	n/a
Caller Identification Blocking, per line	<u>Residential Nonrecurring</u>		<u>Business Nonrecurring</u>	
First Time request	No Charge		No Charge	
Subsequent request	\$9.00		\$20.00	
	<u>Per Month</u>		<u>Per Month</u>	
Call Blocking	\$3.00		\$3.00	
VIP Alert	\$3.00		\$3.00	

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.6 Directory Assistance Services**

Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers within or outside the state.

**A. Basic Directory Assistance**

The rates specified following apply when Customers request Company assistance in determining telephone numbers within or outside the state of North Dakota.

A maximum of two(2) requested telephone numbers are allowed per call.

Where the Customer has the capability to make a direct dialed call to Directory Assistance, but chooses to make the call via the assistance of an operator, appropriate service charges as specified in Section 5.8 of this tariff, apply.

**1. Call Allowance**

There are no call allowances.

**2. Exemptions**

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.6 Directory Assistance Services, (Cont'd.)**

**B. Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is a service that provides Customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The requested number can be dialed automatically by the Operator Services System upon selection by the Customer of a mechanized prompt.

Service is available only where the facilities permit.

**C. Nationwide Directory Assistance**

Nationwide Directory Assistance is a service whereby Customers may request assistance in determining listing information on a nationwide basis. Requests for local or intraLATA listings are billed under the basic Directory Assistance charges as described in this Section.

The regulations and rates set forth below apply to all calls from Customers who request assistance in determining telephone number information of subscribers who are located outside their LATA.

The Customer will be charged for each call. Customer may request up to two listings per call. The nationwide listing rate applies per call whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for Nationwide Directory Assistance.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.6 Directory Assistance Services, (Cont'd.)**

**D. PVA Directory Assistance**

PVA Directory Assistance is a directory service whereby Customers may request assistance in determining listing information on a nationwide basis through the Company's Personal Voice Assistance (PVA) enhanced services platform.

This service is only available to Customer of Trinsic local and/or long distance services with PVA. Customers use a toll free number or access code to access the PVA platform and choose the directory assistance option. Up to two listings per call may be requested. The rate per call applies whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for PVA Directory Assistance.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.6 Directory Assistance Services, (Cont'd.)**

**A. Rates**

<b>1.</b>	Basic Directory Assistance	
	Direct dialed, within and outside state	<u>Per query</u> \$1.25
	Operator assisted	\$3.10
<b>2.</b>	Directory Assistance Call Completion	
	Per completed call within the LATA	\$0.00*
<b>2.</b>	National Directory Assistance	
	Per call	\$1.25
<b>4.</b>	PVA Directory Assistance	\$1.06

\* For calls completed outside LATA, intraLATA or long distance usage charges apply.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.7 Local Operator Service Charges**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

**A. Local and IntraLATA Usage Rates**

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer (Section 7.2.3).

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.7 Local Operator Service Charges, (Cont'd.)**

**B. Local and IntraLATA Per Call Service Charges**

Customer Dialed Calling Card Mechanized	\$0.80
Operator Assisted Station-to-Station: Partially Assisted	\$2.25
Fully Assisted	\$3.40
Operator Assisted Person-to-Person: Partially Assisted	\$4.90
Fully Assisted	\$6.05

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.8 Busy Line Verification and Busy Line Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

If an operator both verifies the condition of the line and interrupts voice and data communication on the same request, the interrupt charge only applies.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**A. Rates**

	<u>Per request</u>
Busy Line Verification	\$2.25
Emergency Interrupt	\$3.00

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.9 Directory Listing Service**

**A. General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing consists of the name of the Customer, the address where the service is located and the telephone number and is usually confined to one line in the directory.

Business Service Listings may be of members of the partnership, officers of the corporation, agents, employees, patrons of resellers or sharers, or of a business house with the Customer represents or owns including a partnership or corporation under his control.

Residence Service Listings may be of members of the Customer's household.

Residence Dual Name Listings are comprised of a surname, two first names, address and telephone number. This listing may be provided for two persons who share the same surname and reside at the same address or for a person know by two first names.

**B. Listings**

**1. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line. A primary listing is normally the name and address of the person or firm contracting for the service, a joint user, the name under which a firm regularly conducts business, two individuals residing at the same address, with the same or different surnames.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.9 Directory Listing Service, (Cont'd.)**

**B. Listings, (Cont'd.)**

**2. Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the Customer's service or , for business, Departments, Divisions, Tradenames, etc.

There are five kinds of additional listings - regular, informational, foreign, temporary and cross reference.

**3. Residence Internet Listings**

E-Mail Address Listing identifies the Customer's electronic mail address used to send and receive mail on a computer.

Uniform Resource Locator (URL) Address Listing identifies the Customer's URL address used to identify resources on the Internet's World Wide Web.

**4. Nonpublished Service**

At the request of the Customer, the numbers of initial central office lines may be omitted from the directory and from the Directory Assistance records of the Company, subject to the rates following. These numbers are designated as Anon-Published Telephone Numbers.@ Unless the specific call number is given by the person calling, a connection will not be established with a telephone have a ANon-Published Telephone Number@.

The Company shall not be liable to the Customer for losses or damages arising from such an arrangement. The Customer indemnifies and saves the Company harmless from any and all claims arising from such an arrangement.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.9 Directory Listing Service, (Cont'd.)**

**B. Listings, (Cont'd.)**

**5. Nonlisted Service**

At the request of the Customer, the numbers of initial central office lines may be omitted from the directory only. These numbers are designated as ANon-Listed Telephone Numbers@ and are included in the Directory Assistance records of the Company.

The Company shall not be liable to the Customer for losses or damages arising from such an arrangement. The Customer indemnifies and saves the Company harmless from any and all claims arising from such an arrangement.

**6. Toll-Free Directory Listings**

Where available, a listing which references the Toll Free Number for a Business customer will be made available. A one-time charge per toll-free number applies to set up this listing.

**7. Straight Line Under Directory Listing**

A business listing where one or more listings are indented under an original listing of the same customer without repetition of the name.

**8. Caption and Subcaption Directory Listings**

Two or more business listings may be placed under a caption consisting of the name of the customer or of any of the parties which the customer is entitled to list together with a designation or title where the name is not indicative of the business or profession. One or more subcaptions may be furnished under a caption, each subcaption consisting of a directive heading which serves to identify two or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.9 Directory Listing Service, (Cont'd.)**

**C. Rates**

	Monthly	
	<u>Residence</u>	<u>Business</u>
Listing		
Primary Listing	\$0.00	\$0.00
Additional Listing	\$2.00	\$6.00
Foreign Listing	\$1.50	\$6.00
E-Mail Address	\$1.50	n/a
URL Address	\$12.00	n/a
Non-Published Service	\$2.00	\$6.00
Non-Listed Service	\$2.00	\$6.00
Toll-Free Directory Listings	N/A	\$15.00
Straight Line Under Listings	N/A	\$6.00
Captions and Subcaptions Listings	N/A	\$6.00

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 7.3.1 of this tariff.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.10 Carrier Presubscription**

**A. General**

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

**B. Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:**

- Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F: Customer may select a carrier other than the Company for 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.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.10 Carrier Presubscription, (Cont'd.)**

**C. Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 7.3.10.E below:

**D. Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given ninety (90) calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the ninety (90) day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 7.3.10.E below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.10 Carrier Presubscription, (Cont'd.)**

**E. Presubscription Charges**

**1. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**2. Nonrecurring Charges**

Per business or residence line, trunk, or port: \$5.00

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**5.11 Intercept Referral Service**

**A. General**

Intercept Referral Services announce to the calling party the status of a called party's number and, when appropriate, refers the calling party to a number(s) where the called party can be reached for a specified time period. These services are provided either through a recorded announcement or by a special operator. Customers can choose between having their numbers referred or having a disconnect message provided to the calling party. Customers whose telephone services are permanently disconnected because of nonpayment are placed on Disconnect Announcement Service without a referral to another number.

Services described are provided to Customers when and where facilities and numbers are available.

Basic Intercept Service - Basic Intercept Service includes all intercept recordings that do not provide the new number information.

New Number Referral Service - New Number Referral Service includes all intercept recordings that provide the new number information.

Split Referral Intercept Service - Split Intercept Referral Service provides for calls to the disconnected number to be routed to the Operator who will challenge the incoming call and provide the new number information dependent on the callers response.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.11 Intercept Referral Service, (Cont'd.)**

**B. Terms and Conditions**

1. Intercept services apply to temporary or permanently disconnected numbers, including vacation suspension service and telephone number changes.
2. Intercept services are offered for periods up to three months for residential Customers and up to twelve (12) months for business Customers.
3. Intercept services are subject to the availability of the disconnected number and the availability of Company facilities.
4. The Company will be held harmless from any claims which may arise out of the Company's provision of Intercept Service.

**C. Rates**

	<u>Residence</u>	<u>Business</u>
Basic Referral Service	No Charge	No Charge
New Number Referral Service		
Initial Period *		
First line	No Charge	No Charge
Each add'l line	\$15.00	\$20.00
Each additional month	\$5.00	\$15.00
Split Referral Service **		
Per month, per line	\$15.00	\$55.00

\* Residential initial period is 3 months and Business initial period is 12 months.

\*\* Up to 3 names listed

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.12 Toll Restriction Service**

Toll Restriction provides for exchange access lines to be restricted from dialing billable toll calls and 1+900 numbers. Local directory assistance calls are allowed. Service is available where facilities permit. Provision of toll restriction does not alleviate Customer responsibility for completed toll calls. Attempted violation of the restrictions are routed to an announcement.

**A. Rates\***

	<u>Residence</u>	<u>Business</u>
Nonrecurring charge, per line	\$0.00	\$33.75
Monthly recurring charge, per line	\$0.85	\$0.85

\* A Service Order Change Charge, as specified in Section 7.3.1, also applies.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.3 Miscellaneous Services and Rates, (Cont'd.)**

**7.3.13 Blocking For 10XXX1+/10XXX011+**

This service prevents 10XXX1+ and 10XXX011+ calls from being completed and is offered subject to the availability of facilities. Provision of this service does not alleviate Customer responsibility for completed toll calls. An NRC also applies as specified in 5.1 of this tariff.

**A. Rates\***

	<u>Residence</u>	<u>Business</u>
Nonrecurring charge, per line	\$0.00	\$33.75
Monthly recurring charge, per line	\$0.10	\$0.10

\* A Service Order Change Charge, as specified in Section 7.3.1, also applies.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.4 Access Services**

**7.4.1 General**

Rates and regulations for the Company's Access Services may be found in the Company's North Dakota Price List No. 3.

**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.5 Special Arrangements**

**7.5.1 Contract Service Arrangements**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.6 Promotional Offerings**

**7.6.1 Special Promotions**

The Company may, from time to time, offer services in this Price List at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Price List shall continue to apply unless specifically addressed in the promotional agreements. Notice of such promotional offerings will be filed with the North Dakota Public Service Commission.

**7.6.2 \$20.00 Credit Promotion**

To incent potential customers to purchase any Home Edition Service, Trinsic will offer a one-time \$20 credit to Customers who presubscribe to any Home Edition Service. The \$20 credit will be applied to the Home Edition monthly recurring charge. No other call types, fees, surcharges or taxes or charges that appear on the same bill are eligible for the credit. This promotion will be offered across multiple sales channels, including but not limited to a coupon on the company's web site, through telemarketing, direct mail and joint marketing sales channels. The \$20 credit offer is available to new customers only and may not be combined with any other promotional offering except the Credit Card Billing Promotion. This promotion will be effective April 29, 2001 and continue through April 29, 2002.

**7.6.3 Winback Promotion**

In order to win back previous Trinsic Home Edition Customers who have discontinued service, the Company will offer a credit on the Customer's bill if the Customer subscribes again to any Trinsic Home Edition Service. The credit will consist of paying any past balance due Trinsic from previous service up to \$25 or \$25 in the case of Customers without a past due balance. This promotion will be effective April 29, 2001 and continue through April 29, 2002.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.6 Promotional Offerings, (Cont'd.)**

**7.6.4 Trinsic Spectrum Plus Promotion \***

Beginning May 10, 2004 and continuing through June 10, 2004, any business Customer who commits via contract to 2500 local exchange lines presubscribed to Trinsic's Spectrum Plus Service and who simultaneously commits to utilize the company's Conference Calling Service as presented in the Company's Interstate and International Product and Services Guide will receive an 18% discount on the monthly recurring charge for each presubscribed Business Plus Service line. The commitment for this service will be in writing. A contract term is not required. The per minute rates associated with this service will be billed at the tariffed rate.

**7.6.5 Spectrum Unlimited - Free Months Promotion \*\***

Beginning with the effective date of this filing, (May 10, 2004) and continuing through June 30, 2004, new Trinsic Customers who subscribe to Spectrum Unlimited Service may subscribe for a term commitment of 1 year or 2 years. Term Customers will receive a credit on their bill equal to the monthly recurring charge of the primary and additional lines presubscribed to this service based on the schedule as follows:

One (1) year term commitment Customers will receive a credit for all primary and additional lines presubscribed to this service for the 6<sup>th</sup> month of service. The credit will appear on the month 7 invoice.

Customers who subscribe for a two (2) year term commitment will receive a credit for all primary and additional lines presubscribed to this service for the 6<sup>th</sup> and 18<sup>th</sup> months of service. The credit will appear on the month 7 and month 19 invoices respectively.

Lines that are disconnected prior to the end of the term of the contract will have a \$150.00 per line termination penalty unless a replacement line is put in place at the same time, as in the case of a move.

\* This service was formerly known as Trinsic Business Plus Promotion.

\*\* This service was formerly known as Business Simplicity – Free Months Promotion.

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**SECTION 7 - TRINSIC PRODUCTS, (CONT'D.)**

**7.6 Promotional Offerings, (Cont'd.)**

**7.6.6 Trinsic 1<sup>st</sup> and 6<sup>th</sup> Month Free Promotion**

New Trinsic Customers who subscribe to the Trinsic Unlimited service plan will have their 1<sup>st</sup> and 6<sup>th</sup> month's Monthly Recurring Charge (MRC)<sup>1</sup> waived for the primary line. Customers must make timely payment of their Monthly Recurring Charges through the 5<sup>th</sup> month of service in order to retain eligibility for the waiver of the MRC in the 6<sup>th</sup> month.

This promotion is available until November 1, 2005.

<sup>1</sup> Taxes and regulatory surcharges and fees and services billed on a usage basis are not included.