

**MOUND BAYOU TELEPHONE COMPANY**  
**Domestic Informational Price List**

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**APPLICATION OF PRICE LIST**

This Domestic Informational Price List (DIPL or Price List) contains the rates terms and conditions applicable to the provision of services described herein by the Issuing Carrier, hereinafter referred to as Carrier, Company, Mound Bayou Telephone Company, or MBTC.

They are terms and conditions that will initially apply to customers without other contractual arrangements. Customers with preexisting contractual arrangements will continue to be provided with service pursuant to those contracts. The Carrier reserves the right to modify these provisions on a prospective basis and to provide service under such modified provisions. Customers will be given notice of such modifications through mailings, publications, or other processes.

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**SECTION 1 - DEFINITIONS**

Access Line - A dedicated arrangement which connects a customer location to the Carrier's NSC.

Access Miles - The airline miles between the Local Exchange Company Serving Wire Center serving a Customer location and the Local Exchange Company Serving Wire Center associated with the Carrier Office within the same LATA.

Administrative Change - The modification of an existing circuit, dedicated access line or port, at the request of the customer, that involves changes in authorization codes, speed numbers, route guide, consolidation of billing, verification of testing performed by parties other than Carrier, or any other administrative change not covered by a Billing Record Change (See below in this subsection for definition).

Application for Service - A standard Carrier order form which includes all pertinent billing, technical and other descriptive information which will enable Carrier to provide the communication service as required. The order form may be completed by Carrier using information obtained by telephone from the customer.

Authorization Code - A numerical code, one or more of which is made available to customers requiring identification of individual users or groups of users on his/her account and to allocate the costs of their services accordingly.

Authorized User - A person, firm, corporation, or other entity authorized by a customer to receive or send communications. Authorization includes, without limitation, 1) the use of the customer's Authorization Code where the Authorization Code has been made known to the user by the customer, its employees or agents, and 2) the use of customer's phone when Equal Access Dialing is used.

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

Billing Record Change - A change in customer billing address or a change from one billing package to another using the same access method.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - The issuing or concurring carriers, unless otherwise specified.

Carrier Central Office - The point(s) in Carrier's network at which a Customer's traffic accesses or interconnects for purposes of originating or terminating traffic and includes any point of interconnection or central office on Carrier's underlying carrier's network.

Carrier's Operating Territory - Carrier's service is offered for originating Customer traffic in the following state(s) or region(s) - ALL OF THE UNITED STATES AND U. S. TERRITORIES.

Circuit Termination - The point at which Carrier's circuit originates, terminates, or drops for the insertion or removal of a customer's signal.

Company – Mound Bayou Telephone Company

Customer - The person, firm, corporation or other entity which uses, causes the use of, or allows the use of the Carrier's communication network and/or services and is thereby responsible for the payment of charges and for compliance with the Carrier's contracts.

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**SECTION 1 - DEFINITIONS**

Customer Group - Any Customer which is a group of two or more Member Customers. The Customer Group is responsible for providing Carrier with the identity of its members.

Customer Premises - a location where service is terminated. It includes the premises of a Customer or User.

Customer-Provided Terminal Equipment - Terminal equipment, multi-line terminating systems or protective circuitry located at a non-Carrier premises.

Customer-Specified Location - A location which is designated by Customer to originate calls. To establish service calling capability at the location, the Customer must obtain or direct the Carrier to obtain Local Exchange Service which the Customer presubscribes to Carrier. The Customer is responsible for paying the Local Exchange Company any charges associated with the Local Exchange Company any charges associated with the Local Exchange Company unless otherwise arranged with Carrier in advance.

Customer-Specified Telephone Number - A designated telephone number associated with a Customer-Specified Location. This number can be dialed from locations as specified in each service option to connect a call to that Customer-Specified Location. Charges for calls using this feature are billed to the called number.

Data Transmission Capability - A Service Component which provides the Capacity to transmit data at various speeds between Customer-designated locations. Data Transmission capabilities may be made up of access components and/or network components. Access components are provided between a Customer location and a Local Exchange Carrier Central Office. Network components are provided between Carrier's and its underlying carrier(s) Central Offices.

Dedicated Access Service - Service which provides the customer with an exclusive dedicated connection between the customer's premises and the Carrier's terminal location.

Dial Access Service - Service which provides the customer with access to the Carrier's network via customer provided or secured telephone line or lines.

Disconnection - The disconnection of an installed circuit, dedicated access line, or other dedicated facility used for existing service.

Domestic - Domestic refers to points within the United States as defined herein.

Domestic Informational Price List (DIPL or Price List) - Refers to this document.

Due Date - The date that has been established for the completion of the installation, change, or disconnect of service or a Service Component.

Expedited Service Order - A service order which, in compliance with a customer's request, is completed in a time period shorter than the Carrier's standard service interval.

Hub - A traffic concentration point.

Installation - The connection of a circuit, or dedicated access line, for new or additional service.

Interexchange Carrier - A person, firm, corporation, or entity regulated by the FCC or by any state public utility commission which sells communication services to the public for profit, including resellers.

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**SECTION 1 - DEFINITIONS**

Interoffice Miles - The airline miles between two Carrier Central Offices.

Joint User - A person, firm, or corporation designated by the customer as a user of communication facilities furnished to the customer by the Carrier, and to whom a portion of the charges for such facilities are billed under a joint user arrangement.

Mainland - The 48 contiguous states and the District of Columbia.

Member Customer - A Customer that is part of a Customer Group.

Metered Service - Long distance, measured time, and distance sensitive communications service.

Metropolitan Area Terminal City – Locations where Carrier maintains a terminal facility for purposes of providing service offerings as described herein.

Network Interface - The point of demarcation at which Carrier's responsibility for the provision of service ends. When service includes access components, the Network Interface is at the Customer's premises where Carrier's responsibility for the provision of access ends.

Network Plan - A Customer-specific description of the quantities and Customer locations of all Service Components underlying each service option.

Network Switching Center (NSC) - Any location where the Carrier has a network switch installed.

Network Trunks - Access lines, interswitch trunks, and circuits connecting services and facilities of the Carrier or other carriers to the Carrier's NSC's.

Nonspecific Accounting Codes - These codes do not have specific numbers designated by the customer. All numbers from 001-999 are preprogrammed into the switch for these customers. Therefore any 3-digit number entered by the customer will allow the call to be completed.

Off-Hours Traffic - All traffic which occurs at any time other than during the business day period (Monday-Friday, 8 a.m. to 5 p.m.) except specified Carrier holidays.

Off-Network Access Line - A local exchange, foreign exchange, or WATS line connecting both incoming and outgoing traffic from the Carrier's switched service network to the public switched network.

Physical Change - The modification of an existing circuit, dedicated access line or port, made at the request of the customer, requiring equipment or facility rearrangement.

Port - A Voice-Equivalent traffic origination or termination point for service transmission, located at Customer designated locations or Customer-Specified Location(s).

Premises - The space designated by a customer at its place or places of business for termination of the Carrier's service, whether for its own communications needs or for the use of its resale customers. In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place of business.

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**SECTION 1 - DEFINITIONS**

Primary Interexchange Carrier - The interexchange carrier designated by the customer or assigned by the local exchange carrier to which interstate calls are automatically routed without the use of an access code by the customer.

Service Components - Components of the Interstate Communications Service furnished under this Price List and its accompanying Customer Service Agreement. Service Components include Access arranged by Carrier, Authorization Codes, Ports, traffic management services, Voice Transmission Capabilities, and Data Transmission Capabilities.

Service Date - The date that billing starts for service or any service Component.

Service Group - One or more dedicated access lines terminated in the same multiline terminating device at the same time.

Special Access Surcharge - A charge imposed in accordance with Section 69.115 of the F.C.C. Rules and Regulations, plus the Local Exchange Company's Message Station Equipment Recovery Charge.

Special Promotional Offering

Special discounts or modifications of its regular service offerings which the Carrier may, from time to time, offer to its customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

Specific Accounting Codes - These codes are those numbers which are designated by the customer and entered against a unique trunk type for that customer. If any accounting code other than those designated by the customer are used, the call will not be completed.

Station - Any location from which a call may originate or terminate.

Substantially Complete Installation - For customized service offerings based on a Network Plan, Carrier and the Customer may agree to establish the proportion of the initial service network configuration that will constitute Substantially Complete Installation and a date for Substantially Complete Installation. Carrier will use its best effort to assure that Substantially Complete Installation is completed by that date. Calculations for Substantially Complete Installation will account for deletions but not additions ordered by the Customer to the initial service design. Access service obtained from Local Exchange Carriers and any dedicated access or other interconnection from or to be under carrier's point(s) of interconnection will not be deemed to be under Carrier's direct control. Carrier will use its best efforts to obtain such access services in a timely manner.

Terminal Equipment - Devices, apparatus, and their associated wiring, such as teleprinters, telephone handsets, data sets, or dialers.

Terminal Location - Any Carrier facility location from which services described herein are provided.

United States - The District of Columbia, the fifty states, and the offshore points of Puerto Rico, the Virgin Islands, Guam, American Samoa, and Saipan.

Voice-Equivalent - The transmission capacity of a 4 KHz bandwidth analog service, or a digital equivalent. The digital equipment is 64 kbps, of which at least 56 kbps is available for Customer use.

Voice Transmission Capability - A Service Component which is designed to transmit voice between Customer-designated locations. A Port is not required. Voice Transmission Capabilities may be made up of access

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**SECTION 1 - DEFINITIONS**

components and/or network components. Access components are provided between a Customer location and a Carrier Central Office. Network components are provided between Carrier Central Offices.

WATS Plus Management Service (WPMS) - A specialized program for major users of WATS services that provides many features including volume discounts and a WATS Plus Management Report for multiple location users. 800 - Any reference to an 800 number includes the 888/877/866, etc. numbers.

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**SECTION 2 - RULES AND REGULATIONS**

General Regulations

Contained herein are specific service descriptions and rates for Company's domestic services.

Carrier is a specialized common carrier providing local telephone communications and long distance telephone service to customers for their direct transmission and reception of voice, data, and other types of telecommunications. International communication services are provided only in conjunction with Carrier's domestic interstate communication services.

Customers may originate calls over switched services several ways; when the customer dials the desired telephone number (including an area code or country/city code); by dialing 101XXXX then the desired telephone number; or, on a dial-up basis by calling the local access number or an 800 service number. Access may be provided over a dedicated access line (DAL) or switched access line, the DAL may be provided by the Carrier or the customer. When the customer provides the access arrangement, the Carrier can act as the customer's agent in obtaining access but must in any event approve the design of any dedicated access facility the customer proposes to use. When a call, for some services, is originated using a local access or 800 service number, the Carrier's equipment may, for certain services, answer the access call with a computer tone. The customer may enter additional routing and identifying information. In these instances, communication charges will commence and terminate when the Carrier's switch determines that the call has commenced and terminated, respectively.

Regarding interstate and intrastate long distance calling, the customer's monthly usage charges are assessed based upon the time the customer uses the Carrier's intercity communication facilities as measured by the Carrier's electronic switching equipment, together with the use of service option, if any. Unless otherwise specified, calls will be measured from the time that either the calling or called party disconnects from the call, as indicated by answer supervision. No charge is made for calls not completed. It is not the Carrier's policy to charge a customer for uncompleted calls. A customer may dispute any charges by contacting the Carrier's Customer Services Department and proper credits will be issued if, upon investigation, the disputed charges are found to be incorrect. For billing purposes, the duration of each call will be rounded as specified in the description of each service option in the following sections. The rates per minute charged for service are set forth in Section 3 of this Price List.

At additional cost, and subject to availability, the customer may use accounting codes to identify the users or user groups on his account and to allocate the cost of his service accordingly. The numerical composition of such codes shall be set by the Carrier to assure compatibility with Carrier's accounting and automation systems and to avoid duplication of accounting codes.

Customer orders for special services, technical assistance, equipment, or non-routine maintenance and/or installation (the "Special Services"), if available, shall be subject to additional charges determined on a case by case basis. Should the Carrier agree to provide a Special Service and the customer cancels his/her order prior to the commencement of a Special Service or before completion of a minimum period of usage mutually agreed upon by the parties, a charge shall be payable by the customer for the nonrecoverable portions of expenditures or liabilities incurred by the Carrier as a result of the Carrier's order.

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**SECTION 2 - RULES AND REGULATIONS**

General Regulations (Cont'd)

For service that involves the use of an authorization code, Company may assess a network blocking charge on customers for each excessive call attempts, as well as any other usage, recurring and non-recurring charges as set forth in this Price List. These charges do not constitute liquidated damages, accord any satisfaction, compromise or settlement of any dispute and are in addition to any Civil or Criminal liabilities of the customer for unauthorized use of the Carrier's network.

Company may assess an access charge to aggregators who route operator service calls to the Carrier's network to recover the costs of routing and blocking such all attempts.

The subscriber must obtain an adequate number of access lines for any of Carrier's 800 service to handle the subscriber's expected demand in order to prevent interference or impairment of this service and or any other service provided by the Carrier considering (1) total call volume; (2) average call duration; (3) time-of-day characteristics and (4) peak calling period. The Carrier, without incurring any liability, may disconnect or refuse to furnish any 800 service to a subscriber that fails to comply with these conditions. In case of disconnection, the subscriber will be notified at least five days in advance of the disconnect. Notification may be by mail or in person.

Reservation of an 800 number may be controlled by an independent third party and is subject to availability of the number at the time a written request is fully processed by all involved parties. Carrier confirmation of verbal requests made prior to receipt of a written request is not binding on Carrier.

Use of Carrier 800 inbound services and 800 telephone numbers is expressly subject to any 800 service policies the Company may implement or may be required to implement from time to time. Customer shall not sell, broker, barter, assign, transfer, or release for a fee (or otherwise) any 800 number. With respect to Company assigned 800 numbers, Company shall be deemed the responsible organization (Resp Org). In addition to any other limitations on liabilities contained herein, customer indemnifies and holds Company harmless from all liabilities associated with customer's use of an 800 number including without limitation the premature or incorrect publication or advertisement of an 800 number. Upon cancellation or termination of any 800 service that uses an 800 number that is or may be shared Customer forfeits entirely the right to continued use of the 800 number. If at the time of cancellation of inbound services the customer owes an outstanding balance (30 days or more) to the Resp Org on its MBTC account, the Customer's 800 number shall not be released to another long-distance carrier or Resp Org.

It is unlawful to use any telephone number beginning with an 800 service access code, or any other telephone number advertised or widely understood to be toll free, in a manner that would result in: (a) the calling party or the subscriber to the originating line being assessed, by virtue of completing the call, a charge for the call; (b) the calling party being connected to a pay per call service; (c) the calling party being charged for information conveyed during the call unless the calling party has a presubscription or comparable arrangement; or (d) the calling party being called back collect for the provision of audio or data information services, simultaneous voice conversation



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**SECTION 2 - RULES AND REGULATIONS**

General Regulations (Cont'd)

The General Regulation applicable to all domestic and international services, are set forth herein. The detailed product descriptions and rates for services are found in Sections 2 and 3 of this Price List.

At the Company's option, the Company may either (1) directly bill a customer for any dedicated access line charges of a local exchange carrier or alternate access provider that are incurred by the Company on behalf of the customer, or (2) require the customer to be billed directly by the customer's local exchange provider or alternate access provider for any charges associated with dedicated access lines required to access a Company's dedicated service option.

Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List. The Carrier reserves the right not to provide service to or from a calling location or types of calling locations where the necessary facilities or equipment are not available, or where a pattern of calling reasonably evidences suspected fraudulent or unauthorized calling between those locations.

The Carrier reserves the right to discontinue or suspend furnishing service, without written notice, when necessitated by conditions beyond its control, when the customer is using the service in violation of the provisions of this Price List, or in violation of the law, the network is or could be placed in peril by customer's use.

Title to all facilities provided by the Carrier under these regulations remains with the Carrier.

Use of Service

The services offered herein may be used for the transmission of communications to or by the customer.

Service shall not be used for any unlawful purpose, including, but not limited to, the resale of such service without the necessary certificates of authority for such resale, or without complying with other legal requirements for such resale as may be required by the Communications Act of 1934, the rules and regulations of the Federal Communications Commission, and the statutes or regulations of any state.

Interconnection

Service furnished by the Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Carrier. Service furnished by the Carrier is not part of a joint undertaking with other such carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs, rules, and regulations. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's facilities. He shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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**SECTION 2 - RULES AND REGULATIONS**

**Basic Terms and Conditions of Service**

Service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until canceled, by the customer, in writing, on not less than thirty (30) days' notice.

Service is offered on a monthly basis.

For the purpose of computing charges in this Price List, a month is considered to have 30 days.

The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.

All term plans will automatically renew for successive periods of twelve months unless the Customer notifies the Carrier in writing prior to the expiration of their then-current term plan that they intend to terminate the agreement at the completion of its term. The Carrier will inform the Customer of its auto-renewal provision when service is initially offered. In addition, the Carrier will also notify the Customer of this provision at least 60 days prior to the expiration of their then-current term.

**Payment and Billing**

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. Charges based on actual usage subject to all minimum charge provisions during a month will be billed monthly in arrears. Charges for installation, physical or administration changes, or for cancellation of orders are payable upon completion.

The Carrier shall bill on a current basis all charges incurred by and credits due to the Customer. The Carrier shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage, such as interstate and intrastate calls made during the period.

Bills will be payable upon receipt. Interest at the rate of 2% per month or \$4.50 whichever is higher may be applied in accordance with Carrier's standard credit policy to any unpaid amount commencing 10 days after the bill due date. See Late Payment Penalty Charges in Section 3 of this Price List.

Carrier may require customer to submit a formal credit application. Applicants for service or customers whose financial condition is not acceptable to the Carrier or is not known to the Carrier, may be required at any time to make a deposit of \$75.00 for residential services or \$100.00 for business services. The Carrier reserves the right to require applicants who have filed bankruptcy owing the Carrier unpaid monies, to pay an initial service deposit up to or equaling the previously unpaid amount. Carrier may also require customers to provide other assurances of payment through the use of credit cards, bank accounts, debits, or similar means. In the case of a cash deposit, interest will be paid for the period during which the deposit is held by the carrier at the interest rate(s) set by the Mississippi Public Service Commission. While normally the deposit with interest will be remunerated to the customer after a twelve-month period, at the Carrier's option, such deposit may be refunded or credited to the customer at any time prior to termination of service. Interest will not be paid on deposits held less than six (6) months.

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**SECTION 2 - RULES AND REGULATIONS**

Payment and Billing (Cont'd)

For the purpose of billing, the start of service is the day of acceptance by the customer of the Carrier's service. The end of service is the last day after receipt by the Carrier of notification of discontinuance.

The Carrier, at its option, may terminate service for nonpayment after written notification has been made to the customer of delinquency.

When payment in the form of a bank check for services rendered is returned to the Carrier, the customer will be assessed a service charge not exceeding that which is permitted by applicable law. This assessment will be based upon any of the following conditions: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank.

The customer shall give the Carrier prompt written notice of any disputed charges appearing on an invoice. This notice must be received by the Carrier within fifteen (15) days after the bill's due date. After receiving notice of a dispute, the Carrier shall take reasonable steps to resolve such disputes. The customer shall pay all charges, including disputed charges, while resolution of the disputed charges is pending. This action will allow the customer to avoid automatically rendered late payment fees. Nonpayment of charges for services may result in the interruption or discontinuance of any or all of the services furnished the subscriber.

In the event that legal action is instituted by Carrier to recover any sums then due and Carrier prevails, Carrier shall be entitled to recover its costs of collection, legal costs, court costs and reasonable attorneys' fees, in addition to whatever other relief the court may award. Any sums then due shall earn interest at the rate of two (2%) percent simple interest per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), from the date these sums were accrued until the entire debt is paid in full.

Customer and Carrier agree that, absent another Carrier designation to customer or other provision of law, an action to recover Carrier's charges or fees for services provided to customer that remain unpaid or delinquent, and to otherwise enforce the Terms of the service agreement between Carrier and Customer, shall lie if brought and maintained in a court of competent jurisdiction located in Mississippi, where Carrier's retail accounts are normally supported. Customer and Mound Bayou Telephone Company accept the jurisdiction and venue of such courts and shall not object to their jurisdiction and venue. Carrier may also initiate an action to collect unpaid charges or fees and to enforce terms and conditions in any other place where customer is subject to jurisdiction and services.

To obtain credits for wrong numbers, cut-offs or poor transmission of calls, the customer has the following options: 1) an immediate inconvenience credit may be obtained for wrong numbers, cut-offs, and poor transmission of calls by calling the Company's Customer Service Department. The immediate credit given may not be equal to the actual charge of the call in question or; 2) the customer has the option upon obtaining their monthly invoice, to identify the specific charge for which they request adjustment, and submit a copy of the invoice to the Company's Customer Service Department to receive the requested credit. The credits for these calls are given as detailed in Section 2 following. The Company reserves the right to determine what charges in question receive a credit.

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**SECTION 2 - RULES AND REGULATIONS**

Liability

The entire liability of the Company for all claims of whatever nature arising out of the Company's provision of the services and not caused by the customer's negligence, shall not exceed an amount equal to the proportionate fixed monthly charges to the customer for the period of service during which any mistake, omission, interruption, delay, error, or defect in the services of the Company's equipment or any other event of action giving rise to a claim, occurs. The Company's liability for its willful misconduct, if any, is not limited by its tariff or Price List. In no event shall the Company be liable for special, punitive, consequential, or incidental damages. The Company disclaims any express or implied warranties with respect to the services of company equipment, including without limitation, any implied warranties or merchantability and fitness for a particular purpose.

The Company is not liable for any act of omission of any other company or companies furnishing a portion of the service.

The Company shall be indemnified and held harmless by the customer against:

- 1) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities.
- 2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the customer.
- 3) All other claims arising out of any act of omission of the customer in connection with any service provided by the Company.

The Company shall not be liable for and the customer indemnifies and hold the Company harmless from any and all loss, claims, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of any person, or persons, and for any loss, damages, defacement or destruction of the premises of the customer of any other property, whether owned by the customer or others, of for any incidental, special or consequential damages including interruption to business, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment provided by the Company (e.g., including but not limited to autodialers, jacks, antennas, etc. ) or wiring provided by the Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's intentional acts. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

In no event shall the Company be liable to any customer for any damages caused by act of omission of any local exchange carrier or other third party in establishing the Company as the customer primary interexchange carrier. The Company shall not be liable for any charges billed to the customer by another carrier caused by a local exchange carrier's failure to process a request designating the Company as the customer's primary interexchange carrier or caused by any act or omission of any third party.

The Company reserves the right to transfer customer accounts to other carriers at the Company's sole discretion. The Company is not liable for any losses, damage, claims, suits, or other actions asserted by

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**SECTION 2 - RULES AND REGULATIONS**

Liability (Cont'd)

the customer due to the policies, procedures, service quality, or charges instituted by a carrier to which the Company transfers customer accounts.

Interruption of Service

Credit allowance for interruptions of service which are not due to the Carrier's testing or adjusting, or due to the negligence of the customer, or to the failure of channels, equipment and/or communications systems provided by the customer, are subject to the general liability provisions set forth in Section 2 herein as follows below. It shall be the obligation of the customer to notify the Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the subscriber, not within his control, or is not in the wiring or equipment connected to the terminal of the Carrier.

Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

Discontinuance by Carrier

The Carrier, by written notice to the customer, may immediately discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

Nonpayment of any sum due to the Carrier for service for more than 30 days beyond the date of rendition of the bill for such service.

A violation of any regulation governing the service under this Price List.

A violation of any law, rule or regulation of any government authority having jurisdiction over the service.

The Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

Cancellation by Customer

Service will be provided until canceled by the customer. Cancellation by the customer must be provided in writing, with not less than thirty (30) days' notice. If a customer orders service and then cancels his order before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon, in writing, by the customer and the Carrier, a charge will be made to the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Carrier and not fully reimbursed by any assessed installation, minimum, and monthly charges (including those for the minimum service period). If, based on such an order, any construction has either begun or been completed, and no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

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**SECTION 2 - RULES AND REGULATIONS**

Inspection, Testing, and Adjustment

Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this Price List are being complied with in the installation, operation, or maintenance of the customer's or the Carrier's equipment. The Carrier may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements except as provided below.

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

Change in Service Agreement

When a change in service arrangement involves the continued use by the customer of circuits furnished by Carrier, installation charges do not apply to the circuits continued in use. The minimum service period for the circuits contained in use is determined from the date of the initial installation thereof.

Local Charges

In certain instances, the customer may be subject to local telephone charges or message unit charges in using Carrier's service. Carrier is not responsible for any such local charges imposed directly on the customer by the local telephone company for gaining access to Carrier's intercity network.

Taxes and Surcharges

Customer will be billed for and is liable for payment of all applicable federal, state, and local taxes, surcharges, utility, other assessments, taxes, or fees including such amounts as Carrier may be authorized to pass through to the customer.

When utility or telecommunications assessments, gross receipts taxes, regulatory fees, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate access charges, the amounts of such taxes or fees may be billed to customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each customer's bill is determined by the interstate telecommunications services provided to and billed to a customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

A surcharge will be assessed on all charges for outbound service originating at, or inbound service terminating at, addresses in states which levy, or assert a claim of right to levy an ad valorem tax on the Company's interstate property located in that state. This surcharge is based on property located in that state and used by the Company to provide interstate service. The surcharge is derived by using the ratio of interstate revenue to total revenue from all states which levy an ad valorem tax on the Company, multiplied by total ad valorem taxes imposed in those states.

Pending the conclusion of any challenge to a Jurisdiction's right to impose an ad valorem tax, or gross revenue receipts tax, the Carrier may elect to impose and collect a surcharge covering such a tax, unless otherwise constrained by court Order or direction, or it may elect not to impose and collect the surcharge.

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**SECTION 2 - RULES AND REGULATIONS**

**Taxes and Surcharges** (Cont'd)

If it has collected a Surcharge and the challenged tax is found to have been unenforceable, the carrier, in its sole discretion, will either reduce service rates, for a fixed period of time in the future in order to flow-through to the customer an amount equivalent to the funds collected or it will credit or refund such amounts to affected customers (less its reasonable administrative costs), if the funds collected were retained by the carrier, or its affiliates, or if they were delivered over to the taxing jurisdiction and returned to the carrier, or its affiliates, or negotiated an arrangement with the taxing jurisdiction that benefits customers in the Jurisdiction in the future.

**Federal Universal Service Fund and Federal Cost Recovery Fees**

Pursuant to the Telecommunications Act of 1996, as implemented by the Federal Communications Commission (FCC), MBTC is required to pay into a federally-mandated "Universal Service Fund" by means of "contribution factors" assessed on all or part of MBTC's interstate and international revenues. The "Universal Service Fund" provides federally-subsidized affordable access to modern telecommunications and information services for schools, libraries, and rural health care facilities who meet specific eligibility standards, as well as provides support to specified federal "Lifeline," "Link-up," and "High Cost Fund" programs used to subsidize local telephone service.

In accordance with FCC guidelines set forth in Order No. 97-157, MBTC has elected to pass-through these Universal Service Fund (USF) Costs to all retail customers. Accordingly MBTC assesses a "Federal Cost Recovery Fee" on all charges for interstate and international services, including those charges billed on MBTC's behalf by any third-party agent with the capability to assess such a surcharge. The Federal Cost Recovery Fee is computed as a percentage of the charges on which it is assessed. The percentage is equal to the USF Contribution Factor as determined from time to time by the FCC.

**Access Recovery Charge (ARC)**

In November of 2011, the FCC ruled that all local exchange companies had to reduce the rates at which they charged long distance companies to access their networks and complete calls. This resulted in a loss of revenue to many small independent local carriers. The monthly ARC, approved by the FCC, charged to local exchange consumers, is designed to help offset the local carrier's lost revenues.

**Federal Excise Tax**

This is a three (3) percent federal tax which applies only to local service billed separately from long distance service.

**State Sales Tax**

This seven (7) percent state tax, found on telephone bills, is based on the cost of all goods and services related to consumers' telecommunication services except Internet services which remain untaxed.

**FCC Access Charges**

The FCC Access Charge, or Subscriber Line Charge, is a fee that consumers pay to local carriers that connects them to the national telephone network. Local telephone companies recover some of the costs of telephone lines connected to your home or business through this monthly charge on your local

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**SECTION 2 - RULES AND REGULATIONS**

**Taxes and Surcharges** (Cont'd)

telephone bill. This fee is regulated and capped by the Federal Communications Commission, not by state Public Utility Commissions. The money received from this charge goes directly to local telephone companies to help ensure that all Americans can afford at least a minimal level of basic telephone service.

**Mississippi Dual Party Relay Service Fund**

This small charge, also known as the TRS fee, appears on telephone bills in Mississippi. The local carrier collects these monies and remits them to the Mississippi Public Service Commission for the administration and operation of a statewide program which provides telecommunications access to persons who are speech and hearing impaired or similarly impaired.

**Mississippi State 911 Service Charge and Bolivar County 911 Surcharge**

Telephone companies collect these monies and remit them to the state and local governmental agencies charged with the administration and operation of the 911 Emergency network. Further information is found in this Price List, Section 3, under "911 – Universal Emergency Number Service."

**Terminal Equipment**

The Carrier's facilities and services may be used with or terminated in customer-provided terminal equipment or customer-provided communication systems, such as teleprinters, handset, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at their premises, including customer personnel, wiring, electrical power, and the like, incurred in customer use of Carrier's service.

When such terminal equipment is used, the equipment shall comply with the minimum protective criteria and shall not interfere with service furnished to the customers. Additional protective equipment, if needed, shall be employed at the customer's expense. When service using local telephone company voice grade facilities is terminated in customer-provided terminal equipment, channel derivation devices, or communications systems, the customer shall comply with the following minimum protective criteria.

When the facilities furnished under this Price List are used in common with local telephone company system services, it is necessary, in order to prevent excessive noise and crosstalk, that the power of the signal applied to local telephone company lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by the customer-provided equipment at the point of termination will be specified by the Carrier for each application, to be consistent with the signal power allowed on the telecommunications network.

The customer shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Carrier. Customer shall ensure that their terminal equipment is properly interfaced with the Carrier's facilities, that the signals emitted into the Carrier's facilities are of the proper mode, band-width, power, data speed, and signal level for the intended use customers, and that the signals do not damage the Carrier's equipment, injure personnel or degrade service to others.

If customers fail to maintain and operate their terminal equipment properly, resulting in the occurrence or possibility of harm to the Carrier's equipment, personnel, or the quality of service to others,



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**SECTION 2 - RULES AND REGULATIONS**

**Terminal Equipment (Cont'd)**

the Carrier may, upon written notice, require the use of protective equipment at the offending customer's expense. If this fails to produce satisfactory quality and safety of service, the Carrier may, upon written notice, terminate the customer's service.

**Credit Regulations**

Pursuant to limitations set forth in Section 2 preceding, the following will apply:

**Interruption of Service**

No credit will be allowed for relinquishing facilities in order to perform routine maintenance.

Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Carrier. As used in this Price List, all equipment, facilities and/or services for which the Carrier renders a bill for payment are considered provided by the Carrier whether or not the equipment, facilities and/or services are owned and operated by the Carrier.

No credit will be allowed:

For failure of service or equipment due to customer or authorized user-provided facilities.

For failure of service or equipment due to negligence or willful acts of the customer or his authorized user.

No credit will be allowed:

For unauthorized use by agents, employees, or representatives of the customer.

Credit allowance for failure of service or equipment starts when the customer notifies the Carrier of the failure or when the Carrier becomes aware of the failure and ceases when service has been restored and/or the equipment becomes operational.

The customer shall notify the Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the customer-provided facilities.

Credit will be allowed only for disabled portions of the service or equipment.

The Carrier, at its option, may deny a customer request for credit in accordance with Carrier's standard credit policy against charges incurred for service provided by another carrier where notification of alleged inferior or inadequate service has not been received by Carrier's Customer Service Department within 24 hours of the occurrence. No credit will be allowed absent such notification.

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**SECTION 2 - RULES AND REGULATIONS**

Credit Regulations (Cont'd)

**Outage Credit**

For the purposes of this Price List, all months contain 30 days. Service and equipment offered by the Carrier are on a 24 hour per day, seven days per week basis unless specifically stated otherwise.

For purposes of credit computations, every month shall be considered to have 720 hours.

No credit shall be allowed for an interruption of less than 2 hours.

The customer shall be credited for an interruption of 2 hours or more at the rate of 1/360<sup>th</sup> of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof.

Where a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360<sup>th</sup> of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof.

**Cancellation Credit**

Where the Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30<sup>th</sup> of the monthly recurring charge equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

When a customer or the carrier cancels a service or feature associated with a service (for example accounting codes), associated monthly recurring charges previously billed will not be refunded or prorated for any unused portion of the current billing period.

**Credit Formula**

$$\text{Credit} = \frac{T \times C}{24}$$

"T" is outage time in hours

"C" is total daily charge for affected facility.

**Schedule of Immediate Credits for Domestic Calls**

Immediate credits will be given for calls which are cut-off, calls to a wrong number and calls with poor transmission quality. Credits are determined as follows:

Credit for calls to a wrong number will equal the normal charge for that call based on specified rates and charges found below in Section 3 of this Price List, distance called, and time of day.

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**SECTION 2 - RULES AND REGULATIONS**

Credit Regulations (Cont'd)

**Schedule of Immediate Credits for Domestic Calls (Cont'd)**

Credit for calls which are cut off will equal the specified rates and charges set forth for that call based on caller's service option, distance called and time of day.

Credit for calls with poor transmission quality will equal the specified rates and charges found below in Section 3 of this Price List based on caller's service option, distance called and time of day.

Calculation of Distance

Mileage between domestic locations will be determined by applying the formula listed below to the Vertical and Horizontal coordinates set forth in AT&T's domestic Tariff Number 10 incorporated by reference herein.

The airline mileage between two locations may be calculated using the Vertical (V) and Horizontal (H) coordinates set forth in Part B of AT&T's Table II according to the following formula:

$$\frac{\sqrt{(V_1V_2)^2 + (H_1H_2)^2}}{10}$$

In the above formula, V1 and H1 correspond to the V & H coordinates of Location 1 and V2 and H2 correspond to the V & H coordination of Location 2.

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Local Exchange Service

Rates and charges for recurring services are for a period of one month, payable in advance, and entitle the subscriber to Local Exchange Service including Extended Area Service to Fulton, Fairview, Tremont, and Mantachie Exchanges at the rates below:

INSIDE BASE RATE AREA	OUTSIDE BASE RATE AREA
Business – one party:     \$25.47	Business – one party:     \$25.90
Residential – one party: \$22.40	Residential – one party: \$22.40
PBX Access Trunk:         \$40.48	PBX Access Trunk:         \$40.48

Area Calling Plan (ACP)

MBTC's Area Calling Plan, is an optional service that provides for local calling from the subscriber's home wire center to specific wire centers within a fifty-five-mile radius. The charges for ACP include a lower basic recurring monthly rate, plus usage charges for each local call made within the fifty-five-mile radius. The maximum total for calls made to bands A,B, and C will be capped at \$15.00 for residences and \$25.00 for businesses. Calls made to bands D – G are not capped.

INSIDE BASE RATE AREA	OUTSIDE BASE RATE AREA
Business – one party:     \$21.95	Business – one party:     \$22.29
Residential – one party: \$17.04	Residential – one party: \$17.04
PBX line:                   \$33.76	PBX line:                   \$33.76
PBX Access Trunk:         \$35.11	PBX Access Trunk:         \$35.11

Calling Bands and Usage Rates:

MILEAGE BANDS	INITIAL MINUTE CALL	ADDITIONAL MINUTE CHARGES
A (0 miles)	\$0.02	\$0.01
B (1 – 10 miles)	\$0.04	\$0.02
C (11 – 16 miles)	\$0.06	\$0.04
D (17 – 22 miles)	\$0.09	\$0.07
E (23 – 30 miles)	\$0.09	\$0.07
F (31 – 40 miles)	\$0.12	\$0.10
G (41 – 55 miles)	\$0.12	\$0.10

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Area Calling Plan (ACP) (Cont'd)

General ACP Information

The above usage rates are peak period rates that apply from 8:00 a.m. to 8:00 p.m., Monday through Friday. Off peak period rates apply at all other times and are rated at a 50% discount. All ACP call data are summarized on monthly bills, yet greater detail may be requested at a charge of \$0.01 per message, plus a Record Ordering Charge (see pages 22-23 of this Price List).

Mound Bayou Long Distance Services

Interstate long distance refers to calls made from one state to another; Intrastate long distance generally refers to calls made from one area of a state to another; and International calls are made from one country to another.

	INTERSTATE RATE	INTRASTATE RATE
Per minute, billable in six second increments:	\$0.10	\$0.12

The duration of Interstate and Intrastate calls is rounded up to the nearest six (6) second interval of each minute and each call is billable at that duration.

Long Distance Account Codes allow consumers to control and catalog all long distance calls from a given telephone. Users must enter the code prior to making a long distance call. Monthly calling data are provided to the account holder.

Monthly Rate: \$5.00

Service Order Charges (SOC)

Service Order Charges are non-recurring charges for ordering, installing, moving, changing, rearranging, and the furnishing of telephone service. In some instances, Service Charges are to be paid at the time of application of service but normally they are billed and payable on the forthcoming bill.

In many instances, more than one SOC is required to complete the work.

**SOC with Premise Visit:** See rates for Premises Work Charge found on page 23 of this Price List.

**SOC without Premise Visit:** Applies the same as SOC with Premise Visit except that no visit to the customer's premise is required.

**Central Office Line Connection Charge:** This charge is billed for the arranging, changing, and translating of an exchange line to provide service between the Central Office and the customer's premise.

**Installation Charge:** This is a non-recurring charge that applies to the provision of certain items of equipment or facilities as distinguished from SOC with Visit and SOC without Visit. The total charges for a new installation will be the application of three different Service Order Charges.

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Service Order Charges (SOC) (Cont'd)

**Premise Work Charge:** Applicable for extra work performed by the Company at the customer's premise which is necessary for the service's proper functioning.

**Record Ordering Charge:** Applies to the listing of the activity requested by the customer which requires no Central Office or customer premise work.

**Number Change Charge:** Applies to a customer-requested change of telephone number. Two SOCs apply: Number Change Charge and SOC without Visit.

**Reconnect Charge:** Applies to the restoring of service which has been denied. Service accounts that have been denied more than ten (10) days will thereafter be treated as a new service installation and new installation SOCs will apply.

**Suspension Charge:** Applies to the temporary suspension of service upon customer request.

**Termination Charge:** This charge applies when a customer discontinues service prior to the expiration of the initial service period designated.

**Service Order Charges Rates:**

	<u>Non-Key Residence</u>	<u>Business</u>	<u>Business or Residence Key/PABX</u>
For connecting, moving, or changing service:			
Service Ordering Charges (SOC)			
SOC With Premise Visit:	\$75.00	\$75.00	\$75.00
SOC Without Premise Visit:	\$35.00	\$35.00	\$35.00
Connecting/Changing:	\$14.50	\$15.50	\$15.50
Moving:	\$10.00	\$12.00	\$12.00
Record Ordering Charge:	\$12.00	\$14.00	\$14.00
Central Office Line Connection Charge:	\$30.00	\$32.00	\$32.50
Move only:	\$18.00	\$21.00	\$21.00
Number Change Charge, per number:	\$10.50	\$12.50	\$12.50
Reconnect Charge With Premise Visit:	\$75.00	\$75.00	\$75.00
Reconnect Charge Without Premise Visit:	\$35.00	\$35.00	\$35.00

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Labor Rates, standard :

Premises visit and labor, first half hour:	\$75.00
Labor charges, each ¼ hour after first half hour:	\$15.00
Additional technicians, when needed, each ¼ hour:	\$15.00

Presubscribed Interexchange Carrier (PIC) Charges

When consumers request a change in their interstate or intrastate long distance carriers, the following charges apply in addition to the Record Ordering Charge (see page 22 of this Price List). Rates apply for each PIC change.

	<u>Manual Order</u>	<u>Electronic Order</u>
Change InterLATA PIC:	\$5.50	\$1.25
Change InterLATA & IntraLATA PICs simultaneously These are to be billed twice—one for each PIC change:	\$2.75	\$0.63

FCC Access Charges

These charges are defined in above in Section 2 of this Price List. The rates are specified here:

Business – one party:	\$6.50
Residential – one party:	\$6.50
Business – multi line:	\$9.20

Calling Restrictions

Calling Restrictions prevent certain numbers being dialed for outgoing calls. In nearly all cases, the Company places any customer-requested restrictions on the customer's account while some restrictions may be accomplished via a Custom Calling Services feature specified below in Section 3 of this Price List. In certain cases, a customer may have a mandatory restriction.

Rates:

1 + Restriction, monthly	\$1.50
International Call Block	\$2.00

0 + Restriction, 3<sup>rd</sup> Party Call Restriction, Collect Call Block, 900/976 Call Block are free of charge.

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

**Late Payment Penalty Charge**

When bills for service are not paid by the due date, a Late Payment Penalty Charge of \$5.00 or 2% of the unpaid balance, whichever is greater, will be added to the total amount due. This does not apply to Mississippi state, local, or municipal government agencies. The Late Payment Penalty Charges for Federal Government customers will follow Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.

**Returned Check Charge**

When payment in the form of a bank check or bank draft is returned to the Company, for any reason, the customer will be assessed a Returned Check Charge not exceeding that which is permitted by applicable law. When a credit card payment that is due the Company has been processed, yet subsequently denied by the customer, the Returned Check Charge will be assessed.

**Transaction Charge**

When subscribers are making payment with a credit or debit card while at the Company Office or via a telephone call, they will be assessed a Transaction Fee of \$3.00 each time they do so. This fee is not applicable to subscribers making online payments nor to those without broadband services and thus being unable to access the internet.

**Paper Bill Fee**

Subscribers are urged to set up at no charge online bill payments, bank draft payments, or automatic credit card payments. Customers requiring a hard copy bill will be charged \$2.00 each month for the printing and mailing of these bills.

**Custom Calling Services**

**Call Block:** This service allows users to block calls from up to eight (8) telephone numbers. Users can either block selected numbers ahead of time or block repeat calls. In either case, the caller is rerouted to a recorded message and the called telephone does not ring.

**Call Forwarding:** This is a service allowing calls made to one number to be forwarded to another.

**Call Forwarding Busy Line:** This service enables users who are on a call to forward incoming calls to another telephone number.

**Call Forwarding Don't Answer:** This feature lets users who are on a call to send incoming calls to another telephone or send unanswered calls after three or four rings to another telephone.

**Call Return (\*69):** This feature automatically dials the most recent incoming call, whether the call was answered, unanswered, or busy and will continue to attempt to connect for thirty (30) minutes or until the connection is made.

**Call Selector:** This feature allows users to screen incoming calls by giving specified incoming telephone numbers a distinctive ring. Up to eight (8) different numbers can be added to a Call Selector list.

**Call Tracing:** This feature assists users in initiating an automatic trace of the most recent call received. Trace information is then sent to the Company, not directly to customers.



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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Custom Calling Services (Cont'd)

**Call Waiting:** This feature notifies a user on a call that there is another incoming call. The user is able to place the first call on hold while answering the second one.

**Caller ID:** Caller ID Basic enables users to see the telephone number of the calling party before answering the telephone. Caller ID Deluxe shows the name and number of the calling party.

**Distinctive Ring:** This feature provides additional telephone numbers on the same line as an existing number, each number ringing with a distinguishing ringing pattern.

**Preferred Call Forwarding:** This service lets customers specify which calls are forwarded by limiting the forwarded calls to the numbers on a user-established list.

**Remote Call Forwarding:** This feature lets users remotely forward incoming calls to another telephone number.

**Repeat Dialing (\*66):** This feature automatically redials the last number dialed and will continue to redial it for thirty (30) minutes or until the connection is made.

**Speed Calling:** This is a feature that facilitates quicker dialing from a prearranged list of telephone numbers by using abbreviated codes.

**Three-way Calling:** This feature allows the adding of a third party to a telephone conversation without the assistance of a telephone operator.

**Three-way Calling Transfer:** This feature enables users to transfer an existing call to be transferred to another telephone number.

**Toll Denial:** This is a calling service restricting access to the toll network, set permanently at the Central Office of the Company.

**Voice Mail:** This feature allows incoming callers to record voice messages when the telephone is unanswered.

<b>Rates:</b>	<u>Residence</u>	<u>Business</u>
Call Block	\$ 3.50	\$ 4.50
Call Forwarding Busy Line	\$ 1.75	\$ 3.00
Call Forwarding Don't Answer	\$ 1.75	\$ 3.00
Call Return	\$ 3.50	\$ 4.00
Call Selector	\$ 3.50	\$ 4.50
Call Tracing, monthly	no charge	no charge
Call Tracing, per successful trace	no charge	no charge

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Custom Calling Services (Cont'd)

Call Waiting	\$ 2.50	\$ 4.50
Call Waiting with Call Forwarding	\$ 3.75	\$ 5.95
Call Waiting with Call Forwarding (8 code)	\$ 4.95	\$ 5.95
Call Waiting with Call Forwarding (30 code)	\$ 5.65	\$ 6.65
Call Waiting with Call Forwarding, Three-way Calling and Speed Calling (30 code):	\$ 8.00	\$ 8.00
Call Waiting with Speed Calling (8 code)	\$ 3.55	\$ 4.55
Call Waiting with Speed Calling (30 code)	\$ 4.30	\$ 5.30
Caller ID Basic or Deluxe	\$ 7.50	\$10.00
Distinctive Ring	\$ 4.00	\$ 6.00
Preferred Call Forwarding	\$ 3.50	\$ 4.00
Remote Call Forwarding, 1 <sup>st</sup> Feature	\$ 3.50	\$ 3.50
Repeat Dialing	\$ 3.50	\$ 4.50
Speed Calling, 8 codes	\$ 1.50	\$ 2.25
Three-way Calling	\$ 2.50	\$ 3.75
Three-way Calling Transfer	\$ 3.75	\$ 5.50
Toll Denial	\$ 1.50	\$ 3.50
Speed Calling, 30 codes	\$ 2.50	\$ 3.00
Voice Mail	\$ 5.00	\$ 5.00

The Company reserves the right to provide these Custom Calling Services to select customers at no charge in exchange for their commitments to purchasing certain levels of other telecommunications products.

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Called Line Identification

When consumers receive malicious telephone calls, they may contact their local law enforcement agency and request a call trace be performed by the telephone company. Upon authorization from law enforcement the Company will attempt to provide the source of the call. The Company will report to law enforcement, not the consumer. Beyond Company Procedure for Customer Convenience, the below charges will apply.

Rates:

Set-up charge, and first day:	\$25.00
Each additional day or fraction thereof:	\$10.00

Miscellaneous Rental Equipment Rates

Jacks:	\$5.00	Compact Rotary Desk Telephone:	\$5.00
Standard Touchtone Telephone:	\$2.85	Standard Touchtone Desk Telephone:	\$2.50
Standard Touchtone Wall Telephone:	\$2.50	Loud Bell-Outdoor:	\$2.50
Telephone-Standard Rotary Wall:	\$1.95	Hard of Hearing Headset:	\$5.00

Inside Wiring Maintenance Plan

This maintenance plan is an optional service available to customers, which covers diagnostics and repairs to the inside wire and the jacks associated with the customer's wiring inside the home. If you have this plan on your account, most technicians' visits to your premise are free of charge.

Monthly charge: \$5.95

Off-Premises Extensions (OPX)

Off-Premises Extension lines extend a station line in a PBX, Key System, dial switching equipment, or Centrex system over a dedicated private line to a station in a distant location. The below monthly charges are in addition to local exchange service charges. Mileage charges for this service are below.

Between buildings on the same premises or different premises:

First 1/4 mile or fraction thereof:	\$2.00, monthly
Each additional 1/4 or fraction:	\$1.00, monthly

Between buildings on different premises within the same exchange:

Each 1/4 mile or fraction thereof:	\$2.00, monthly
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In different exchanges: Connecting Company mileage charges apply

Signaling Equipment Mileage:

Each 1/4 mile or fraction thereof:	\$2.00, monthly
Each additional 1/4 or fraction:	\$1.00, monthly

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Alarm Circuit

An Alarm Circuit is a cable pair provided by the Company from a customer’s premises to a different location, (Police Station, customer residence) over which the customer operates his own alarm equipment. The below rates apply in addition to Local Exchange Service Rates (see page 20 of this Price List).

	<u>Monthly Rate</u>
Alarm Circuit, per cable pair loop	
First quarter mile:	\$ 6.30
Each additional quarter mile or fraction thereof:	\$ 1.00
Alarm Circuit, per cable pair, where cable pair does not Go through the local exchange office	
First quarter mile:	\$ 6.30
Each additional quarter mile or fraction thereof:	\$ 1.00
Installation, Move, or Change per cable pair:	Standard labor rates apply. See page 23 of this Price List.

Circuit Rental

Local Loop Rental – Miscellaneous, including Private Line Voice, TWX, Data, Metering, and Control Channels. The followings rates apply when facilities are available. When facilities are not available, the customer may be required to pay an additional charge or to contract for service beyond the initial period, or both. The total mileage is the sum of the direct route mileage from each point to its service Central Office with fractional 1/4 miles rated as full 1/4 miles, for each two-point segment of distance.

Rates for Foreign Exchange Loop Rental are the same as Local Loop Rental. However, the conditions are slightly different as the mileage charges apply from the Base Rate Area to the customer premise.

The first 1/4 mile rate includes the rate for a Local Exchange Service loop.

	<u>Installation, Moves, Changes</u>	<u>Monthly Rate</u>
First 1/4 mile:	Multiple SOCs apply (see pp. 22-23)	\$28.25
Each additional 1/4 mile:	no charge	\$ 1.00

For each terminated segment where segments are permanently tied together, combined mileage applies.

Private Line Service

Private Line Service is a leased communications path, local or toll, assigned for the private use of one customer and having no connection to the public telephone system. A Private Line system uses dedicated circuits to connect a customer’s equipment at both ends of the line. A Private Line does not provide switching capability unless it is

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Private Line Service (Cont'd)

supported by customer premises equipment. It includes two local loops and an inter-exchange carrier circuit. Billing is at a flat rate rather than usage sensitive and it is billed monthly at the rates of Circuit Rentals, including mileage rates, found above in Section 3 of this Price List. Company furnished equipment costs and Service Order Charges will apply. Where Private Line Service involves the facilities of another Carrier, a supplemental \$50.00 charge applies each month to each circuit, plus any other charges by the other Carrier.

Key Systems

Type A: Two-Line Telephone Service is an arrangement whereby two lines may be accessed by one or more telephones. A turn key (no push buttons) permits the user to select either of the two lines. A Hold feature is included. It is non-expandable and uses no common equipment.

Type B: Three-Line Service –three Holds, six buttons, non-expandable and no common equipment.

Business – one party line: Rate is 1.5 times the rate for a standard Business line. See page 20 of this Price List.

Residence – one party line: \$20.40

Connection Charges: Multiple Connection Charges apply.

Electronic or Special Key Systems

These are arrangements of equipment consisting of a key service unit and stations connected by means of a three pair cable—one for voice, two for data.

Applicable line rate: \$31.90

Electronic or Special PABX Service

This is a Private Branch Exchange (PABX) which is an arrangement of equipment consisting of a switchboard and connected stations which allows intercommunicating between stations and may be connected to the Company's Central Office for local and toll telephone service.

Rate for each trunk: \$39.00

Connection Charges: Multiple Connection Charges apply.

Integrated Services Digital Network (ISDN)

ISDN is a set of communication standards for the simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the public switched telephone network. There are two different types of ISDN: 1) Basic Rate Interface (BRI); this line has two data, or bearers channels that operate at 64 kbit/sec., and 2) Primary Rate Interface (PRI); this line has 23 bearer channels with a total speed of 1,544 kbit/sec. ISDN is used mostly for telephone communication rather than data transmission, particularly within companies that have a large PABX.

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Integrated Services Digital Network (ISDN) (Cont'd)

Rates and Charges:

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Primary Rate Interface (PRI):	\$ 600.00	\$936.00
Line Port (PRI)	\$ 23.51	
Basic Rate Interface (BRI) Offered as a flat rate service:	\$ 60.00	\$ 70.00

Special Billing Numbers

A Special Billing Numbers plan may be furnished to subscribers in order to associate originating long distance calls with specific stations, departments, projects, etc., at the rates specified in the following.

	<u>Monthly Rate</u>
For increments of numbers 1 – 5:	\$1.00
Or increments of numbers 6 – 10:	\$2.50

Foreign Exchange (FX) Service

Foreign exchange service (FX) is an access service in which a telephone in a given exchange area is connected, via a private line, as opposed to a switched line, to a telephone exchange or central office in another exchange area, called the foreign exchange, rather than the local exchange area where the subscriber station equipment is located. The FX line is assigned a telephone number from the foreign exchange and appears to both called and calling parties that the service is located in the foreign exchange area. Rates vary considerably as they are determined by adding the service rates of both exchange carriers plus various recurring mileage charges.

Special Assemblies of Equipment

Special assemblies of equipment consist of modification of standard equipment or special equipment for service arrangements for which provision is not otherwise made in this Price List. Monthly rates are determined by such factors as the cost and maintenance of the equipment, materials used, carrying charges; plus, the estimated cost of installing, including engineering, supervision, transportation, rights-of-way, and other items which are chargeable for the service.

Suspension of Service at Customers' Request

Upon request, subscribers may arrange for the temporary suspension of their service. The minimum period is one month, and the maximum is six months. No reduction for a Foreign Exchange line's mileage charges is available. Monthly charge is 50% of the line's regular charge. Service Order Charges may include Service Order Connection Charges, Suspension Charges, Restoration Charges, and Central Office Line Connections Charges.

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Schools and Libraries Discount Program

Eligible schools and libraries will be offered service discounts in accordance with rules adopted by the Federal Communications Commission in its Universal Service Order No. 97 – 157. The Company complies with all the FCC rules regarding Discounted Rates for Schools and Libraries.

Schools and Libraries Discount Program (Cont'd)

SCHOOLS AND LIBRARIES DISCOUNT MATRIX:

<u>How Disadvantaged</u>	<u>% Discount Level</u>	
Percent of students eligible for National School Free Lunch Program	Urban Discount	Rural Discount
<1	20	25
1 – 19	40	50
20 – 34	50	60
35 – 49	60	70
50 – 74	80	80
75 – 100	90	90

Health Care Providers Support Program

The purpose of the Health Care Providers Support Program is to enable health care providers to have access to telecommunications services at rates comparable to those paid for similar services in urban areas. The Company complies with the rules and governance of this program established by the Federal Communications Commission (FCC) in its Universal Service Order 97 -157. See 47 Code of Federal Regulation (C.F.R.) 54.601 and any subsequent amendments. Rates and Charges are described below:

The reduced rate for telecommunications services is not to exceed the highest tariffed or publicly available rate charged to a commercial customer over a similar service at a similar distance in the nearest city in Mississippi with a population of at least 50,000.

Health care providers may be exempt from some mileage charges for telecommunication services used for the provision of health care.

Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC rules.

**MOUND BAYOU TELEPHONE COMPANY**  
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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Telephone Directory

The Telephone Directory is prepared by the Company for the purpose of informing the public of pertinent calling information. You can find the Directory online at [www.weconnectfiber.com](http://www.weconnectfiber.com).

211 Dialing Service for Mississippi Directory of Community Resources

The Company provides the use of the telephone number “211” free of charge to the general public as prescribed by the Federal Communications Commission in its Docket 92-105. The Mississippi 211 Directory of Community Resources is a confidential referral and information helpline that connects people to essential health and human services, twenty-four hours a day, seven days a week. Visit [www.211directory.org](http://www.211directory.org) for more information.

In addition to the below-listed rates, 211 Dialing Service subscriber is responsible for paying the monthly basic Local Exchange Service Rates.

	<u>Nonrecurring Charges</u>
Service Establishment Charge, per Basic Calling Area:	\$389.90
Central Office Activation, per Central office:	\$150.00
Change of Point-to-Point number by Subscriber, per Central Office:	\$ 13.50

411 Directory Assistance (DA)

DA is a telephone service used to ascertain a specific telephone number and/or address of a residence, business, or government entity. Local and National DA can be reached by dialing “411” or “1-411.” Customers have the opportunity to obtain up to three listings per call.

	<u>Charge</u>
Listings within the caller’s local calling area, per call:	\$1.89
Listings outside the caller’s local calling area, per call :	\$2.09

511 Dialing Code for Traffic Information

The Company provides the use of the telephone number “511” free of charge to the general public. Dialing 511 connects people travelling through Mississippi with the Mississippi Department of Transportation (MDOT), who supplies free resources regarding traffic, emergency information, road conditions, construction zones, weather, and more. Visit the MDOT website at [www.mdottraffic.com](http://www.mdottraffic.com) for more information.

611 Mound Bayou Telephone Company Repair Line

MBTC Customers needing repair for their telecommunications services may use this three-digit code to contact the Company.



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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

711 Dialing Code for Telephone Relay Service (TRS)

The Company provides the use of the telephone number “711” free of charge to the general public as prescribed by the Federal Communications Commission in its Docket 92-105. Telecommunications Relay Services permit persons with hearing, speech, visual, or motion disabilities to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. TRS users may dial “711” to reach an operator who will help set up a TRS call.

811 Dialing Code for Mississippi 811

The Company provides the telephone number “811” for use of excavators who must dig underground to install facilities of any kind. Prior notification of all excavation and subsequent location of pre-existing underground facilities are required by law. Visit [www.ms811.org](http://www.ms811.org) to find complete information.

911 – Universal Emergency Number Service

The Company provides the telephone number “911” for use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public. Use of the 911 number provides each caller telephone access at no charge to a local PSAP to report emergencies. Special features included are Forced Disconnect which permits the PSAP attendant to release a connection even though the caller has not disconnected the call and Idle Tone Application which allow the PSAP attendant to distinguish between an abandoned call and a call from a caller who cannot speak. The rates and charges below apply to providers of 911 Emergency Services.

Rates and Charges

911 Exchange Lines:	\$125.00 per month, per trunk includes ANI functions
Updates of SALI database:	\$325.00 per month